

CORPORATE PURCHASE CONTRACT 4023

PAGE 24 OF 27

GENERAL MOTORS CORPORATION

SECTION IV - MAINTENANCE TERMS AND CONDITIONS

1.0 PLANS AVAILABLE

1.2 FSM - Full Service Maintenance Plan  
(Master Maintenance Agreement billed monthly)

1.1 PCM - Per Call Maintenance Plan

2.0 FULL SERVICE MAINTENANCE (FSM)

2.1 This plan includes: (1) Sellers or Seller's Designee routine preventive maintenance and emergency service necessary to keep the Equipment in good working order. Such maintenance shall be performed during Seller's regular business hours (9:00 a.m. to 5:00 p.m., Monday-Friday, except holidays) (2) maintenance shall be performed at no cost to Purchaser; provided that such services shall not include the following: (a) replacement of supplies, such as paper, (b) repairs resulting from causes other than normal use; Purchaser's willful act; negligence or misuse (including, without limitation, damage to Drums and use of supplies or spare parts other than those distributed by Seller which cause abnormally frequent service calls or service problems); accident; transportation; failure or electrical power, air conditioning or humidity control, (c) repairs made necessary by service performed by personnel other than those of Seller or Seller's Designee, (d) work which Purchaser requests to be performed outside regular business hours, or (e) shop reconditioning or modification to the Equipment except those specified by Seller's Technical Service Department to assure greater performance of the Equipment.

2.2 When, in Seller's opinion, Equipment because of advanced age or usage in excess of the norm, cannot be maintained in good working order through Seller's routine preventive maintenance service, or if work beyond the scope of this Contract is required, Seller shall submit to Purchaser a cost estimate of such work. If Purchaser refuses to authorize same, Seller shall have the right, on ten (10) days written notice to Purchaser, to terminate service under this Contract for any or all items of Equipment. Seller shall have the right to substitute equivalent Equipment at any time during the term hereof. Removed parts or Equipment replaced by Seller shall become the property of Seller. Seller shall have full and free access to the Equipment to provide service thereon.

CORPORATE PURCHASE CONTRACT 4023  
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GENERAL MOTORS CORPORATION

SECTION IV - MAINTENANCE TERMS AND CONDITIONS

2.0 FULL SERVICE MAINTENANCE (CONTINUED)

2.2 Seller or Seller's Designee shall have no obligation to continue servicing Equipment which is moved from the location where originally installed.

2.3 Guaranteed Availability

Response to service calls will be performed in four (4) business hours within a twenty-five (25) mile radius of Seller's Designee; six (6) to eight (8) business hours outside the twenty-five (25) mile radius. In the event a Designee closes, Seller will make provisions to service Purchaser Equipment acquired under the Contract.

2.4 Termination

Purchaser shall have the right at any time to terminate any or all items of Equipment on an implementing FSM agreement with thirty (30) days advance written notice to Seller. In addition, Purchaser shall be compensated by Seller for any unused portion or advance payment for FSM immediately upon termination, prorated on the basis of a thirty (30) day month.

2.5 Charges

FSM charges are effective on an annual basis and billed monthly following the equipment warranty period.

3.0 PER CALL MAINTENANCE - (PCM)

Maintenance required outside normal business hours shall be invoiced at Seller's Designee's established per call rates and terms in effect.

CORPORATE PURCHASE CONTRACT 4023

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GENERAL MOTORS CORPORATION

SECTION V - SUPPLIES

1.0 General

2.0 Prices

CORPORATE PURCHASE CONTRACT 4023  
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GENERAL MOTORS CORPORATION

SECTION V - SUPPLIES

1.0 GENERAL

Supply charges are contained in Section VI, Appendix A.

Seller agrees that Purchaser retains the right to purchase supplies from any supply source, as long as they do not cause equipment service problems..

2.0 PRICES

Prices are firm for the duration of this Contract.

CORPORATE PURCHASE CONTRACT 4023  
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APPENDIX A

GENERAL MOTORS CORPORATION

SECTION VI - APPENDIX A - SPECIFICATION SHEETS

	FAX	MODEL NO.
1.0	"	210
2.0	"	B340
3.0	"	5000
4.0	"	L7000
5.0	"	L777
6.0	"	L790
7.0	"	L3100

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**GENERAL MOTORS CORPORATION**  
**Canon Canada Pricing**  
**CONTRACT LEVEL PROGRAM**

**PURCHASE PRICING**

<b><u>Model</u></b>	<b><u>CANADIAN 90-DAY WAR</u></b>	<b><u>CANADIAN 1-YEAR WAR</u></b>
<b><u>G3 Thermal Paper</u></b>		
FAX 210	\$ N/A	\$ 1,400
<b><u>G3 Plain Paper</u></b>		
FAX B340	N/A	1,872
LASER CLASS 5000	2,034	2,440
LASER CLASS 7000 <sup>2</sup>	2,895	N/A
FAX L790	6,142	6,763
<b><u>G4</u></b>		
FAX L3100 <sup>1</sup>	N/A	N/A
<b><u>Accessory</u></b>		
<b><u>G3 Thermal Paper</u></b>		
Interface RS232C (210)	N/A	N/A
<b><u>G3 Plain Paper</u></b>		
0.5M Memory (LC5000)	78	78
1M Memory (LC7000)	140	N/A
4M Memory (LC7000)	610	N/A
Feeder/Cassette Unit (LC5000/LC7000)	462	462
FX-1 Cassette-Ltr (L790)	106	106
EP-L Cassette-Lg (L790)	85	85
Interface RS232C (LC7000)	309	N/A

GENERAL MOTORS CORPORATION  
CANON CANADA PRICING  
CONTRACT LEVEL PROGRAM

PURCHASE PRICING

<u>Model</u>	<u>CANADIAN 90-DAY WAR</u>	<u>CANADIAN 1-YEAR WAR</u>
--------------	--------------------------------	--------------------------------

Accessory

G3 Plain Paper (con't)

Handset (L790)	\$ 65	\$ 65
Handset 2 (LC5000)	18	18

NOTE: When accessories are ordered after the equipment's initial installation, there is a \$162.00 installation charge.

<sup>1</sup> Includes Cabinet.

<sup>2</sup> Additional nine month warranty available at time of purchase for \$236.00.

CORPORATE CONTRACT 4023  
Page 15 of 18

GENERAL MOTORS CORPORATION  
CANON CANADA PRICING  
CONTRACT LEVEL PROGRAM

PURCHASE PRICING

TRADE IN AMOUNTS ALLOWED ON THE FOLLOWING UNITS

90-DAY WARRANTY

CANADA

Fax L790 \$ 770

1-YEAR WARRANTY

CANADA

Fax L790 \$ 770



CORPORATE CONTRACT 4023  
Page 16 of 18

**CONTRACT LEVEL PROGRAM  
CANON CANADA PRICING  
RENTAL PRICING**

<u>Model</u>	<u>CANADIAN 24-MONTH FTR</u>	<u>CANADIAN 36-MONTH FTR</u>
<u>G3 Thermal Paper</u>		
FAX 210	\$ 63	\$ 47
<u>G3 Plain Paper</u>		
FAX LC5000	109	82
FAX LC7000	N/A	124
FAX L790	303	227
<u>G4</u>		
FAX L3100 <sup>1</sup>	N/A	N/A
<u>Accessory</u>		
<u>G3 Plain Paper</u>		
0.5M Memory (LC5000)	4	2
1M Memory (LC7000)	N/A	7
4M Memory (LC7000)	N/A	21
Feeder/Cassette Unit (LC5000/LC7000))	21	13
Cassettes	3	2
Handset (L790/LC5000)	3	2

NOTE: Interface RS232C (210) is available for a one time charge of \$51 Canadian.

NOTE: When accessories are ordered after the equipment's initial installation, there is a \$162.00 installation charge.

<sup>1</sup> Includes Cabinet and one (1) Interface.

CORPORATE CONTRACT 4023  
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**GENERAL MOTORS CORPORATION  
CANON CANADA PRICING  
CONTRACT LEVEL PROGRAM**

**CANON INVOICED  
MAINTENANCE RATES - FULL COVERAGE**

Includes service checks, service calls, replacement parts, transportation and labor.

<u>Model</u>	<u>Payment Plan</u>	<u>CANADIAN</u>
<u>G3 Thermal Paper</u>		
FAX 210	Monthly service contract budget fee	\$ 14
<u>G3 Plain Paper</u>		
FAX B340	Monthly service contract budget fee	17
	Annual service contract fee	205
LASER CLASS 5000	Monthly service contract budget fee	25
	Annual service contract fee	295
LASER CLASS 7000	Monthly service contract budget fee	N/A
	Annual service contract fee	315
FAX L700	Monthly service contract budget fee	N/A
	Annual service contract fee	N/A
FAX L775	Monthly service contract budget fee	33
	Annual service contract fee	390
FAX L785	Monthly service contract budget fee	33
	Annual service contract fee	390
FAX L790	Monthly service contract budget fee	41
	Annual service contract fee	490

CORPORATE CONTRACT 4023

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GENERAL MOTORS CORPORATION  
CANON CANADA PRICING  
CONTRACT LEVEL PROGRAM

PURCHASE PRICING

SUPPLY PRICING

CANADA

G3 Thermal Paper

Thermal Paper 1	\$ 138
Thermal Paper 2	77
Thermal Paper 3	49
ACTIS Paper 1	31
AT Cartridge 1	52

G3 Plain Paper

BX-2 Cartridge (B340)	35
FX1 Cartridge (L790)	152
FX1 Cartridge <sup>1</sup> (L790)	126
FX2 Cartridge (LC5000/LC7000)	106

<sup>1</sup> GMAC only

**AMENDMENT**

**GENERAL MOTORS ACCEPTANCE CORPORATION**

AND CONSOLIDATED SUBSIDIARIES  
3044 WEST GRAND BOULEVARD  
DETROIT, MI 48202

DATE 3/3/92  
EFFECTIVE DATE IMMED.

• CANON USA, INC.  
• 100 PARK BLVD.  
• ITASCA, IL 60143-2693  
ATTN: MR. MILT WARD

**FOR GMAC USE—ONLY**

- LOCATION—FACSIMILE
- ITEM ORDERED—BLANKET

THIS IS AN AMENDMENT — CHANGE NO. 1 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL  
PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

**PLEASE MAKE THE FOLLOWING CHANGES**

ITEM	QUANTITY	DESCRIPTION	PRICE
		<b>AMENDMENT</b>  TO DELETE: J. J. MUSSELMAN & J. L. TODD  TO ADD: H. L. DAVIS AS AN AUTHORIZED AGENT	

REASON FOR AMENDMENT

**PLEASE RETURN THE ATTACHED  
ACKNOWLEDGEMENT COPY PROMPTLY**

GMAC 456 (REV. 5-89)  
PRINTED IN U.S.A. 1M 12/90

ORIGINAL

GENERAL MOTORS ACCEPTANCE CORP.  
3044 W. Grand Blvd.  
Detroit, MI 48202  
Attn: Purchasing Activities  
Argo 'A' Bldg., Room 585-H

C. F. EILER - PURCHASING AGENT

R. J. MAHONEY - SENIOR BUYER

AA- 02708



AA- 03040

02/03/93 08:56 874 4544

GMAC S&E

--- CANON IL

001/001

### AMENDMENT

GENERAL MOTORS ACCEPTANCE CORPORATION

AND CONSOLIDATED SUBSIDIARIES

3044 WEST GRAND BOULEVARD  
DETROIT, MI 48202

DATE 10-11-92

EFFECTIVE DATE 10-01-92

CANON USA, INC.  
100 PARK BLVD.  
ITASCA, IL 60143-2693

ATTN: MILT WARD

FOR GMAC USE—ONLY

• LOCATION—ALL

• ITEM ORDERED—FACSIMILE B.O.

THIS IS AN AMENDMENT — CHANGE NO. 3 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL  
PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

## PLEASE MAKE THE FOLLOWING CHANGES

ITEM	QUANTITY	DESCRIPTION	PRICE
<b>AMENDMENT</b>			
AMEND THIS ORDER TO ADD NEW MODELS AND CHANGE CURRENT PRICING OF FACSIMILE MACHINES AS SHOWN ON THE ATTACHED PAGES.			

REASON FOR AMENDMENT

GENERAL MOTORS ACCEPTANCE CORP.  
3044 W. Grand Blvd.  
Detroit, MI 48202  
Attn: Purchasing Activities  
Argo 'A' Bldg., Room 585-H

C. F. EILER - PURCHASING AGENT

R. J. MAHONEY - SENIOR BUYER

DATE 10-11-92 ISSUED BY LINDA PINK DEPT. SPACE & EQUIPMENT ROOM NO. ARGO A 585H ACCT. NO. PROJECT NO.

DEPT. APPROVAL

FINAL APPROVAL

AA- 03259

### AMENDMENT

**GENERAL MOTORS ACCEPTANCE CORPORATION**  
AND CONSOLIDATED SUBSIDIARIES  
3044 WEST GRAND BOULEVARD  
DETROIT, MI 48202

DATE 11-17-92  
EFFECTIVE DATE 7/1/92

CANON U.S.A.  
• 100 PARK BLVD.  
• ITASCA, IL 60143-2693

**FOR GMAC USE—ONLY**

- LOCATION— GMAC ALL
- ITEM ORDERED—FAX B.O.

ATTN: MILT WARD

THIS IS AN AMENDMENT — CHANGE NO. 4 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL  
PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

## PLEASE MAKE THE FOLLOWING CHANGES

ITEM	QUANTITY	DESCRIPTION	PRICE
		<b>AMENDMENT</b>  AMEND THIS ORDER TO CHANGE EFFECTIVE DATE OF AMENDMENT #3 TO 7/1/92 FROM 10/1/92.	

REASON FOR AMENDMENT

**PLEASE RETURN THE ATTACHED  
ACKNOWLEDGEMENT COPY PROMPTLY**

GMAC 456 (REV. 5-89)  
PRINTED IN THE U.S.A. 1M 7/92

ORIGINAL

GENERAL MOTORS ACCEPTANCE CORP.  
3044 W. Grand Blvd.  
Detroit, MI 48202  
Attn: Purchasing Activities  
Argo 'A' Bldg., Room 586/H

C. F. EILER - PURCHASING AGENT

R. J. MAHONEY - SENIOR BUYER

AA- 03312





02/09/95 14:10 8708 250 4120

CUSA NA CHICAGO →→→ NA CONTRACTS

002/002

**AMENDMENT**

**GENERAL MOTORS ACCEPTANCE CORPORATION**  
AND CONSOLIDATED SUBSIDIARIES  
3044 WEST GRAND BOULEVARD  
DETROIT, MI 48202

DATE 6/17/93  
EFFECTIVE DATE 6/1/93

- CANON U S A, INC.
- 100 PARK BLVD.
- ITASCA, IL 60143

ATTN: MILT WARD

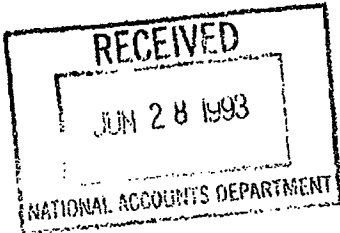
**FOR GMAC USE—ONLY**

- LOCATION—
- ITEM ORDERED— BLANKET

THIS IS AN AMENDMENT — CHANGE NO. 5 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL  
PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

**PLEASE MAKE THE FOLLOWING CHANGES**

QUANTITY	DESCRIPTION	PRICE
	<b>AMENDMENT</b>  AMEND THIS ORDER TO INCLUDE THE FOLLOWING ITEM:  LEGAL CASSETTE FOR FACSIMILE MODELS L700, L775, L785, L790, L3300  	\$55.00/EA

REASON FOR AMENDMENT

**PLEASE RETURN THE ATTACHED  
AMENDMENT COPY PROMPTLY**

GENERAL MOTORS ACCEPTANCE CORP.  
3044 W. Grand Blvd., Detroit, MI 48202  
Attn: Purchasing Activities

  
R. J. MAHONEY - SENIOR BUYER

AA- 0472

**AMENDMENT**

**GENERAL MOTORS ACCEPTANCE CORPORATION**

AND CONSOLIDATED SUBSIDIARIES

3044 WEST GRAND BOULEVARD  
DETROIT, MI 48202

DATE 10/21/93

EFFECTIVE DATE 10/10/93

- CANON U S A, INC.
- 100 PARK BLVD.
- ITASCA, IL 60143

ATTN: MILT WARD

**FOR GMAC USE—ONLY**

- LOCATION—
- ITEM ORDERED— BLANKET ORDER

THIS IS AN AMENDMENT — CHANGE NO. 6 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL  
PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

**PLEASE MAKE THE FOLLOWING CHANGES**

QUANTITY	DESCRIPTION	PRICE
	<b>AMENDMENT</b>  ADD ITEM TO ORDER AS FOLLOWS: ROM CHIP FOR MODEL L700 FACSIMILE MACHINE	\$150.00/EA.

NOV - 1 1993

REASON FOR AMENDMENT

**PLEASE RETURN THE ATTACHED  
ACKNOWLEDGEMENT COPY PROMPTLY**

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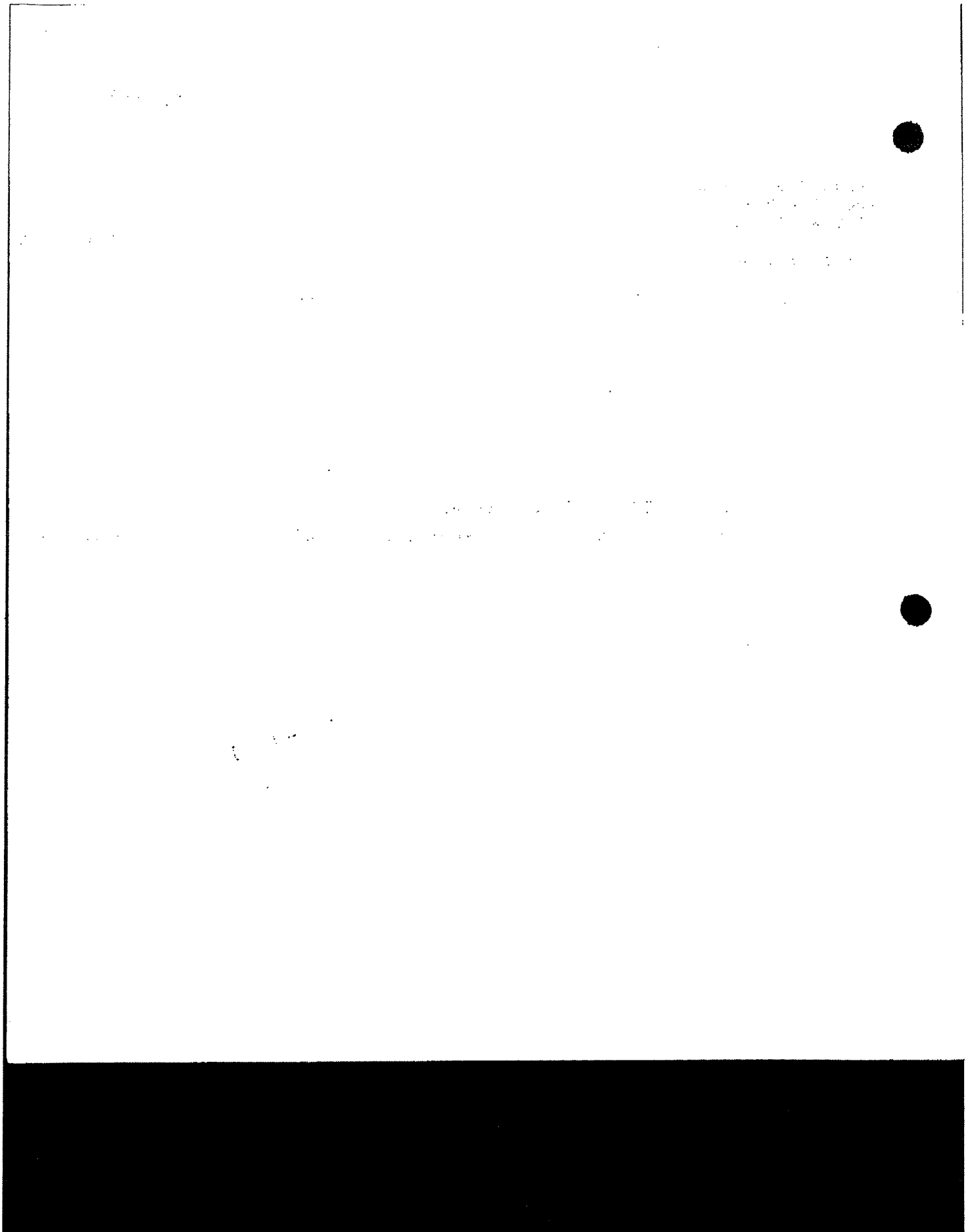
ORIGINAL

GENERAL MOTORS ACCEPTANCE CORP.  
3044 W. Grand Blvd., Detroit, MI 48202  
Attn: Purchasing Activities

R. J. MAHONEY - SENIOR BUYER

C. F. EILER - PURCHASING AGENT

AA- 04902



**AMENDMENT**  
**ERAL MOTORS ACCEPTANCE CORPORATION**  
AND CONSOLIDATED SUBSIDIARIES  
3044 WEST GRAND BOULEVARD  
DETROIT, MI 48202

DATE 12/16/93  
EFFECTIVE DATE IMMED.

<ul style="list-style-type: none"><li>• CANON U S A, INC.</li><li>• 100 PARK BLVD.</li><li>• ITASCA, IL 60143</li><li>ATTN: MILT WARD</li></ul>	<b>FOR GMAC USE—ONLY</b> <ul style="list-style-type: none"><li>• LOCATION—</li><li>• ITEM ORDERED—<u>BLANKET ORDER</u></li></ul>
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THIS IS AN AMENDMENT — CHANGE NO. 7 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL  
PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

**PLEASE MAKE THE FOLLOWING CHANGES**

QUANTITY	DESCRIPTION	PRICE
	<div><b>AMENDMENT</b></div> <p>TO ADD THE ITEMS LISTED ON THE ATTACHMENT:</p> <p>SPECIAL NOTE TO THE "FX1 PLAIN PAPER TONER CARTRIDGE THIS HAS BEEN ADDED TO BRACS - #4099C</p> <p>28 094</p>	

REASON FOR AMENDMENT TO ADD SUPPLIES

*James C. Eiler*

**PLEASE RETURN THE ATTACHED  
ACKNOWLEDGEMENT COPY PROMPTLY**

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ORIGINAL

GENERAL MOTORS ACCEPTANCE CORP.  
3044 W. Grand Blvd., Detroit, MI 48202  
Attn: Purchasing Activities

R. J. MAHONEY - SENIOR BUYER

*C. F. Eiler*  
C. F. EILER - PURCHASING AGENT

AA- 04955



11/04/94 11:59 31 708 250 9744 NAT ACCT HWR 444 NA CONTRACTS RI 0002/002  
11/03/94 13:35 3133470648 HILT WARD 444 NAT ACCT HWR 0001  
11/02/94 13:56 313 974 4544 GMAC S&F 0002

**GENERAL MOTORS CONTRACT NEGOTIATING COMMITTEE**

November 2, 1994

Canon USA, Inc.  
100 Park Blvd.  
Itasca, IL 60143-2893  
Attn: Mr. Milt Ward, National Account Manager

Re: GM/Canon Facsimile Contract Number 4023

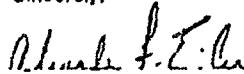
Mr. Ward:

This will advise that the GM Contract Negotiating Committee will be extending Contract 4023 covering facsimile equipment effective November 1, 1994 through December 31, 1997. In accordance with the negotiated and agreed upon proposals of September 1994, Canon will be one of the four (4) suppliers participating in the GM Corporate Facsimile standards program during this three year period.

It is the Committee's intent to issue the formal amended contracts within the next week; however, you may consider this letter as your authorization to proceed with the contract.

We thank you for your efforts during the negotiating process

Sincerely,

  
Charles F. Eiler

/s/

Please acknowledge and return to my attention at fax #312/974-4544.

Signature:  Date: 11/2/94

**AMENDMENT**

**GENERAL MOTORS ACCEPTANCE CORPORATION**

AND CONSOLIDATED SUBSIDIARIES  
3044 WEST GRAND BOULEVARD  
DETROIT, MI 48202

DATE 11/23/94  
EFFECTIVE DATE 10/18/94

- CANON U S A, INC.
- 100 PARK BLVD.
- ITASCA, IL 60143

ATTN: MILT WARD

**FOR GMAC USE—ONLY**

- LOCATION—
- ITEM ORDERED—  
blanket order

THIS IS AN AMENDMENT — CHANGE NO. 9 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL  
PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

**PLEASE MAKE THE FOLLOWING CHANGES**

QUANTITY	DESCRIPTION	PRICE
	<b>AMENDMENT</b>  amend this order to extend the expiration date to December 31, 1997 and to add new pricing and models per the attached specification:	

REASON FOR AMENDMENT

**PLEASE RETURN THE ATTACHED  
ACKNOWLEDGEMENT COPY PROMPTLY**

GMAC 456 (REV. 1/93)  
PRINTED IN THE U.S.A. 1/93

ORIGINAL

GENERAL MOTORS ACCEPTANCE CORP.  
3044 W. Grand Blvd., Detroit, MI 48202  
Attn: Purchasing Activities

*R. J. Maroney*  
R. J. MARONEY - SENIOR BUYER

C. F. EILER - PURCHASING AGENT

AA- 05379





**AMENDMENT**

**GENERAL MOTORS ACCEPTANCE CORPORATION**  
AND CONSOLIDATED SUBSIDIARIES  
3044 WEST GRAND BOULEVARD  
DETROIT, MI 48202

DATE 3/20/95  
EFFECTIVE DATE 3/1/95

CANON U S A, INC.  
100 PARK BLVD.  
ITASCA, IL 60143  
  
ATTN: MILT WARD

**FOR GMAC USE—ONLY**

- LOCATION—
- ITEM ORDERED—

THIS IS AN AMENDMENT — CHANGE NO. 10 CFE TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL  
PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

**PLEASE MAKE THE FOLLOWING CHANGES**

QUANTITY	DESCRIPTION	PRICE
	<p><b>AMENDMENT</b></p> <p>AMEND THIS ORDER TO REFLECT THE CHANGES IN TERMS AND PRICING STRUCTURE AS PER THE ATTACHED CONTRACT 4023:</p> <p>CANON U.S.A., INC. ("CANON USA") HEREBY ACKNOWLEDGES RECEIPT OF YOUR PURCHASE ORDER. THIS ORDER IS BEING ACCEPTED SUBJECT TO THE TERMS AND CONDITIONS OF YOUR MASTER AGREEMENT WITH CANON USA.</p> <p><i>[Signature]</i> <u>3/22/95</u> AUTHORIZED CANON U.S.A., INC. SIGNATORY DATE</p>	

REASON FOR AMENDMENT

**PLEASE RETURN THE ATTACHED  
ACKNOWLEDGEMENT COPY PROMPTLY**

GMAC 456 (REV. 1/93)  
PRINTED IN THE U.S.A. 1/93

ORIGINAL

GENERAL MOTORS ACCEPTANCE CORP.  
3044 W. Grand Blvd., Detroit, MI 48202  
Attn: Purchasing Activities

R. J. MAHONEY - SENIOR BUYER  
*[Signature]*  
C. F. EILER - PURCHASING AGENT

AA- 05534

THIS ORDER IS BEING RECEIVED SUBJECT TO THE  
TERMS AND CONDITIONS OF YOUR MASTER AGREEMENT  
WITH CANON U.S.A.  
CANON U.S.A., INC. (CANON USA) HEREBY  
ACKNOWLEDGES RECEIPT OF YOUR PURCHASE ORDER  
AUTHORIZED CANON U.S.A., INC. SIGNATORY DATE



## PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller has read and understands this order and agrees that Seller's written acceptance or commencement of any work or service under this order shall constitute Seller's acceptance of all terms and conditions only. All terms and conditions proposed by Seller which are different from or in addition to this order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this order. Any modifications to this order shall be made in accordance with Paragraph 31.

2. **SHIPPING, BILLING AND ELA CERTIFICATION:** Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer and involved carriers in a manner to secure lowest transportation cost; (b) to route shipments in accordance with instructions from Buyer's Traffic Department; (c) to make no charge for handling, packaging, storage, transportation or drayage of goods unless otherwise stated in this order; (d) to provide with each shipment packing slips with Buyer's order number marked thereon; (e) to properly mark each package with this order number, the factory, plant and dock number, and where multiple packages comprise a single shipment, to consecutively number each package; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to promptly render, after delivery of goods or performance of services, correct and complete invoices to Buyer; and (b) to accept payment by check or, at Buyer's discretion, other cash equivalent (including electronic transfer of funds). Seller's invoice must include a certification that all goods were produced in compliance with the applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued in connection therewith. The payment date is set forth on the face of this order, or if not stated, shall be on the 25th day of the month following Buyer's receipt of a proper invoice (except as may otherwise be agreed upon by Buyer and Seller in connection with a program providing for electronic funds transfer). Time for payment shall not begin until correct and complete invoices are received, and Seller's cash discount privileges to Buyer shall be extended until such time as payment is due. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this order.

3. **DELIVERY SCHEDULE:** Deliveries shall be made both in quantities and at times specified in Buyer's schedule. Buyer shall not be required to make payment for goods delivered to Buyer which are in excess of quantities specified in Buyer's delivery schedule. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this order. For orders of goods where quantities and/or delivery schedule are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. **PREMIUM SHIPMENTS:** If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods, the transportation method originally specified by Buyer, Seller shall, at Buyer's option, (i) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method; (ii) allow Buyer to reduce its payment of Seller's invoices by such difference; or (iii) ship the goods as expeditiously as possible at Seller's expense and without Buyer's payment of the amount which would have been paid for the most expeditious method.

5. **CHANGES:** Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this order, including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this order shall be made in accordance with Paragraph 31.

6. **INSPECTION:** Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of the goods or work-in-process or finished goods.

7. **NONCONFORMING GOODS:** To the extent Buyer rejects goods as nonconforming, the quantities under this order will be automatically reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new order or schedule from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be contractually reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to change Seller for storage and handling, or to dispose of the goods, without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance thereof, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

8. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order, provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days, or such shorter period as may be contractually reasonable under the circumstances, after the delay begins. During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedule to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer and at the price set forth in this order. If requested by the Buyer, Seller shall, within ten (10) days of such request, provide adequate assurance that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance that the delay will cease within thirty (30) days, Buyer may immediately cancel the order without liability.

9. **WARRANTY:** Seller expressly warrants that all goods or services covered by this order will conform to the specifications, drawings, samples, or descriptions furnished to it by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows that Buyer's intended use and expressly warrants that all goods covered by this order which have been selected, designed, manufactured, or assembled by Seller, based upon Buyer's stated use, will be fit and sufficient for the particular purposes intended by Buyer.

10. **INGREDIENTS DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS:** If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods purchased hereunder; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods purchased hereunder, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to assure carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the goods, containers and packing shipped to Buyer.

11. **INSOLVENCY:** Buyer may immediately cancel this order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of an involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) or execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.

12. **CANCELLATION FOR BREACH:** Buyer reserves the right to cancel all or any part of this order, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this order, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.

13. **TERMINATION:** In addition to any other rights of Buyer to cancel or terminate this order, Buyer may at its option immediately terminate all or any part of this order, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the order price for all goods or services which have been completed in accordance with this order and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under the order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this order. Less, however, the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or materials. Buyer will make no payment for goods or services not purchased or raw materials fabricated or produced by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods which are in Seller's standard stock or which are readily marketable. Payment made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods which would be produced by Seller under delivery or release schedule contained in the order. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unutilized depreciation costs, and general and administrative burden charges from termination of this order. Within sixty (60) days

from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim of Seller.

14. **INTELLECTUAL PROPERTY:** Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or mask work right by reason of the manufacture, use or sale of the goods or services ordered, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions; (b) to waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and (c) to grant to Buyer a worldwide, nonexclusive, royalty-free irrevocable license to reproduce and have reproduced, to reconstruct and have reconstructed the goods ordered hereunder. Seller assigns to Buyer all right, title and interest in and to all trademarks, copyrights and mask work rights in any material created for Buyer under this order.

15. **TECHNICAL INFORMATION DISCLOSED TO BUYER:** Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.

16. **INDEMNIFICATION:** If Seller performs any work on Buyer's premises or utilizes the property of Buyer, Seller or on off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including reasonable attorney fees) for damages to the property or for injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work on use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

17. **INSURANCE:** Seller shall maintain insurance coverage in amounts not less than the following: (a) Insurance: Compensation - Statutory limits for the state or states in which this order is to be performed (or evidence of authority to sell insurance); (b) Employer's Liability - \$250,000; (c) Comprehensive General Liability (including Product/Completed Operations and Contractual Liability) - \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury, and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal Injury and Property Damage combined single limit, and (d) Automobile Liability (including owned, non-owned and hired vehicles) - \$1,000,000 per person, \$1,000,000 per occurrence. Seller shall be required to maintain the above insurance with a policy or policies issued by a company rated A- or better by A.M. Best. Seller shall furnish to Buyer certificates of insurance showing the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance covering the work to be performed by Seller. Such certificates will provide that Buyer shall have the right of thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this order. In the event of Seller's breach of this order, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

18. **TOOLS:** Unless otherwise agreed to by Buyer, Seller at its own expense shall furnish, keep in good condition, and replace when necessary all tools, jigs, dies, gauges, fixtures, molds and patterns ("Tools") necessary for the production of the goods or services ordered. The cost of changes to the Tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the Tools with full fire and extended coverage insurance for the replacement value thereof. Seller shall grant Buyer an irrevocable option to take possession of and title to the Tools that are special for the production of the goods upon payment to Seller of the book value thereof. The amount which Buyer has previously paid to Seller for the cost of such Tools; provided, however, that this option shall not apply if such Tools are used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

19. **BAILED PROPERTY:** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this order, or for which Seller has been reimbursed by Buyer, shall remain the property of Buyer. Seller shall be liable for the loss of and damage to Buyer's property. Buyer's property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of this order; shall be deemed to be hypothecated to Buyer; shall be conspicuously marked "Property of General Motors Corporation" by Seller; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, such property shall be immediately released to Buyer or delivered to Buyer by Seller, either (1) F.O.D. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (2) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable cost of delivering such property to such location. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto.

20. **REMEDIES:** The rights and remedies reserved to Buyer in this order shall be cumulative, and additional to all other remedies provided in law or equity.

21. **RIGHTS OF DRAWBACK:** This order includes all related customs duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

22. **BETOFF:** In addition to any right of setoff provided by law, all amounts due Seller shall be considered net of indebtedness of Seller to General Motors Corporation and its subsidiaries, and General Motors Corporation may deduct any amounts due or to become due from Seller to General Motors Corporation and its subsidiaries from any sums due or to become due from General Motors Corporation to Seller.

23. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services herein ordered, or use any trademarks or tradenames of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

24. **GOVERNMENT COMPLIANCE:** Seller agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Seller's performance of its obligations under this order.

25. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** This order incorporates by reference: (a) all provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41 C.F.R. 60-250, as amended, pertaining to affirmative action for disabled veterans of the Vietnam Era; and (c) all provisions of 41 C.F.R. 60-241, as amended, pertaining to affirmative action for handicapped workers. Seller certifies that it is in compliance with all applicable provisions of 41 C.F.R. 60-1, including but not limited to: (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40, as amended; (b) filing EEO-1 Reports as required by 41 C.F.R. 60-1.7, as amended; and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60-1.8, as amended. Buyer requests that Seller adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion or national origin.

26. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

27. **NON-ASSIGNMENT:** Seller may not assign or delegate its obligations under this order without Buyer's prior written consent.

28. **RELATIONSHIP OF PARTIES:** Seller and Buyer are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. **GOVERNING LAW:** This order is to be construed according to the laws of the state from which this order issues as shown by the address of Buyer on the face side of this order.

30. **SEVERABILITY:** If any term of this order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order, rule, and the remaining provisions of this order shall remain in full force and effect.

31. **ENTIRE AGREEMENT:** This order, together with the attachments, exhibits, or supplements, specifically referenced in this order, constitutes the entire agreement between Seller and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This order may only be modified by a purchase order amendment/variation issued by Buyer.

MAY, 1986

**GENERAL MOTORS ACCEPTANCE CORPORATION  
AND ITS CONSOLIDATED SUBSIDIARIES**

MC 482-103-101  
3044 WEST GRAND BLVD.  
DETROIT, MI 48202  
(313) 556-9348 • (313) 974-4544 FAX

BLANKET RELEASE

P.O. NUMBER A 86610		AMENDMENT CHANGE NUMBER
RELEASE NUMBER 0008	DATE 05/08/97	PAGE 1

VENDOR: MILT WARD

CANON USA, INC.  
ATTN: MILT WARD  
100 PARK BLVD.  
ITASCA IL 60143

SHIP INSIDE DELIVERY TO:

047412

\*\*\* SEE BELOW \*\*\*

TERMS 25TH PROX.	FOB. SHIPPING POINT	SHIP VIA BEST WAY-PREPAID	DELIVERY DATE 05/08/97
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- ☐ AN AUTHORIZATION TO PRINT ☐ TO BE HELD FOR SHIPPING INSTRUCTIONS ☐ A RELEASE OF MATERIAL  
☐ AN INSTRUCTION AS NOTED BELOW ☐ A RELEASE OF EQUIPMENT ☐ CONFIRMING ORDER

QUANTITY	DESCRIPTION	PRICE
1 EA	AMEND #12 TO CHANGE THE PRICE OF THE FX-2 TONER CARTRIDGES TO \$66.00/EA EFFECTIVE IMMEDIATELY.	

CONFIRMING ORDER

R.H. KING

**INVOICE IN DUPLICATE TO:**

GENERAL MOTORS ACCEPT. CORP.  
ACCOUNTS PAY/CASH CONTROL  
ANX 108, MAIL CODE 482-101-108  
3044 WEST GRAND BOULEVARD  
DETROIT MI 48202

GENERAL MOTORS ACCEPTANCE CORP.  
MC 482-103-101  
3044 West Grand Blvd.  
Detroit, MI 48202  
Att: Purchasing Activities

*R. H. King*  
PURCHASING AUTHORITY

Purchase Order Number and Release Number Must Appear on  
All Invoices, Packaging Slips, and Transportation Bills.

## PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller has read and understands this order and agrees that Seller's written acceptance or commitment of any work or service under this order shall constitute Seller's acceptance of these terms and conditions only. All terms and conditions proposed by Seller which are different from or in addition to this order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this order. Any modifications to this order shall be made in accordance with Paragraph 31.

2. **SHIPPING, BILLING AND FLSA CERTIFICATION:** Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer and involved carriers in a manner to secure lowest transportation cost; (b) to route shipments in accordance with instructions from Buyer's Traffic Department; (c) to make no charge for handling, packaging, storage, transportation or drayage of goods unless otherwise stated in this order; (d) to provide with each shipment packing slips with Buyer's order number marked thereon; (e) to properly mark each package with this order number, the factory, plant and dock number, and where multiple packages comprise a single shipment, to consecutively number each package; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bill of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to promptly render, after delivery of goods or performance of services, correct and complete invoices to Buyer; and (b) to accept payment by check or, at Buyer's discretion, other cash equivalent (including electronic transfer of funds). Seller's invoice must include a certification that all goods were produced in compliance with the applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued in connection therewith. The payment date is set forth on the face of this order, or if not stated, shall be on the 25th day of the month following Buyer's receipt of a proper invoice (except as may otherwise be agreed upon by Buyer and Seller in connection with a program providing for electronic funds transfer). Time for payment shall not begin until correct and complete invoices are received, and Seller's cash discount privileges to Buyer shall be extended until such time as payment is due. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this order.

3. **DELIVERY SCHEDULES:** Deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer which are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this order. For orders of goods where quantities and/or delivery schedules are indicated, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. **PREMIUM SHIPMENTS:** If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall, at Buyer's option, (a) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method; (b) allow Buyer to reduce its payment of Seller's invoice by such difference; or (c) ship the goods as expeditiously as possible at Seller's expense in the amount which Buyer would have paid for the more expeditious method.

5. **CHANGES:** Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this order, including work with respect to such matters as inspection, testing or quality control and Seller agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be equitably apportioned between the parties in such form and detail as Buyer may direct. Any changes to this order shall be made in accordance with Paragraph 31.

6. **INSPECTION:** Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

7. **NONCONFORMING GOODS:** To the extent Buyer rejects goods as nonconforming, the quantities under this order will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new order or schedule from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the goods, without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance thereof, kind or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

8. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by, an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, materials, labor, equipment or transportation, or court injunction or order; provided that notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days. During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer and at the price set forth in this order. If requested by the Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurances that the delay will cease within thirty (30) days, Buyer may immediately cancel the order without liability.

9. **WARRANTY:** Seller expressly warrants that all goods or services covered by this order will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and expressly warrants that all goods covered by this order which have been selected, designed, manufactured, or assembled by Seller, based upon Buyer's stated use, will be fit and sufficient for the particular purposes intended by Buyer.

10. **INGREDIENTS DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS:** If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods purchased hereunder; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods purchased hereunder, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packaging) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the goods, containers and packaging shipped to Buyer.

11. **INSOLVENCY:** Buyer may immediately cancel this order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of an involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) or execution of an assignment for the benefit of creditors by Seller; provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.

12. **CANCELLATION FOR BREACH:** Buyer reserves the right to cancel all or any part of this order, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this order, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.

13. **TERMINATION:** In addition to any other rights of Buyer to cancel or terminate this order, Buyer may at its option immediately terminate all or any part of this order, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the order price for all goods or services which have been completed in accordance with this order and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this order, less, however, the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or materials. Buyer will make no payment for unfinished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods which are in Seller's standard stock or which are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods which would be produced by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unauthorized depreciation costs, and general and administrative burden charges from termination of this order. Within thirty (30) days

from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall promptly furnish such supplemental and supporting information as Buyer shall request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim of Seller.

14. **INTELLECTUAL PROPERTY:** Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or mask work right by reason of the manufacture, use or sale of the goods or services ordered, including infringement arising out of compliance with specifications furnished by Buyer; or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions; (b) to waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and (c) to grant to Buyer a worldwide, nonexclusive, royalty-free, irrevocable license to repair and have repaired, to reconstruct and have reconstructed the goods ordered hereunder. Seller assigns to Buyer all right, title and interest in and to all trademarks, copyrights and mask work rights in any material created for Buyer under this order.

15. **TECHNICAL INFORMATION DISCLOSED TO BUYER:** Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.

16. **INDEMNIFICATION:** If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including reasonable attorney fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

17. **INSURANCE:** Seller shall maintain insurance coverage in amounts not less than the following: (a) Workers' Compensation - Statutory limits for the state or states in which this order is to be performed (or evidence of authority to self-insure); (b) Employer's Liability - \$250,000; (c) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) - \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury, and \$1,000,000 per occurrence Property Damage; or \$1,000,000 per occurrence Personal Injury and Property Damage combined single limit; and (d) Automobile Liability (including owned, non-owned and hired vehicles) - \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury and Property Damage, or \$1,000,000 per occurrence Property Damage. At Buyer's request, Seller shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller and, if further requested by Buyer, such certificates will provide that Seller shall receive thirty (30) days prior written notice of any termination or reduction of coverage. The scope of coverage. Seller's purchase of appropriate insurance coverage at the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this order. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undersigned portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

18. **TOOLS:** Unless otherwise agreed to by Buyer, Seller at its own expense shall furnish, keep in good condition, and replace when necessary all tools, jigs, dies, gauges, fixtures, molds and patterns ("Tools") needed for the production of the goods or services ordered. Changes to the Tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the Tools with full and extended coverage insurance for the replacement value thereof. Seller grants Buyer an irrevocable option to take possession of and title to the Tools that are special for the production of the goods upon payment to Seller of the book value thereof less any amounts which Buyer has previously paid to Seller for the cost of such Tools; provided, however, that this option shall not apply if such Tools are used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

19. **WAIVED PROPERTY:** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this order, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the risk of loss of and damage to Buyer's property. Buyer's property shall at all times be properly housed and maintained by Seller, shall not be used by Seller for any purpose other than the performance of this order, shall be deemed to be personal property, shall be conspicuously marked "Property of General Motors Corporation" by Seller; shall not be mortgaged, pledged, or otherwise encumbered by Seller; and shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, such property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transportation equipment at Seller's plant; properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property; or (ii) to any location designated by Buyer, in which event Seller shall pay to Seller the reasonable cost of delivering such property to such location. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto.

20. **REMEDIES:** The rights and remedies reserved to Buyer in this order shall be cumulative, and additional to all other or further remedies provided in law or equity.

21. **DRAWBACK RIGHTS:** This order includes all related customs duty and import drawback rights, if any, including rights developed by substitution and rights which may be acquired from Seller's suppliers, which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

22. **SET-OFF:** In addition to any right of setoff provided by law, all amounts due Seller shall be considered net indebtedness of Seller to General Motors Corporation and its subsidiaries, and General Motors Corporation may deduct any amounts due or to become due from Seller to General Motors Corporation and its subsidiaries from any sums due or to become due from General Motors Corporation to Seller.

23. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services herein ordered, or use any trademarks or trademarks of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undersigned portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

24. **GOVERNMENT COMPLIANCE:** Seller agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Seller's performance of its obligations under this order.

25. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** This order incorporates by reference: (a) all provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41 C.F.R. 60-250, as amended, pertaining to affirmative action for disabled veterans of the Vietnam Era; and (c) all provisions of 41 C.F.R. 60-741, as amended, pertaining to affirmative action for handicapped workers. Seller certifies that it is in compliance with all applicable provisions of 41 C.F.R. 60-1, including but not limited to: (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40, as amended; (b) filing EEO-1 Reports as required by 41 C.F.R. 60-1.2, as amended; and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60-1.8, as amended. Buyer requests that Seller adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion or national origin.

26. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

27. **NON-ASSIGNMENT:** Seller may not assign or delegate its obligations under this order without Buyer's prior written consent.

28. **RELATIONSHIP OF PARTIES:** Seller and Buyer are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor shall either party grant any authority to assume or to create any obligation on behalf of or in the name of the other.

29. **GOVERNING LAW:** This order is to be construed according to the laws of the state from which this order issues as shown by the address of Buyer on the face of this order.

30. **SEVERABILITY:** If any term of this order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with applicable law, statute, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.

31. **ENTIRE AGREEMENT:** This order, together with the attachments, exhibits, or supplements, specifically referenced in this order, constitutes the entire agreement between Seller and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This order may only be modified by a purchase order amendment/alteration issued by Buyer.

MAY, 1986

**GENERAL MOTORS ACCEPTANCE CORPORATION  
AND ITS CONSOLIDATED SUBSIDIARIES**

MC 482-103-101  
3044 WEST GRAND BLVD.  
DETROIT, MI 48202  
(313) 556-9348 • (313) 974-4544 FAX

BLANKET RELEASE

P.O. NUMBER 060909		AMENDMENT CHANGE NUMBER	
RELEASE NUMBER 0001	DATE 11/12/97	PAGE 1	

ATTORNEY: PETER WARD

SHIP INSIDE DELIVERY TO:

060909

CANON USA, INC.  
ATTN: PETER WARD  
100 PARK BLVD.  
ITASCAL, IL 60143

\*\*\* SEE BELOW \*\*\*

TERMS 25% DOWN	F.O.B. SHIPPING POINT	SHIP VIA BEST WAY-PREPAID	DELIVERY DATE 11/12/97
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- ☐ AN AUTHORIZATION TO PRINT    ☐ TO BE HELD FOR SHIPPING INSTRUCTIONS    ☐ A RELEASE OF MATERIAL  
☐ AN INSTRUCTION AS NOTED BELOW    ☐ A RELEASE OF EQUIPMENT    ☐ CONFIRMING ORDER

QUANTITY	DESCRIPTION	PRICE
1	BY AMEND #13 TO ADD:  MODEL LC8500 @ \$1349.00/EA  EX-4 TONER CARTRIDGE @ \$665.00/EA	
		R.H. KING

**INVOICE IN DUPLICATE TO:**

GENERAL MOTORS ACCEPT. CORP.  
ACCOUNTS PAY/CASH CONTROL  
ANK 100, MAIL CODE 482-1X1-100  
3044 WEST GRAND BOULEVARD  
DETROIT MI 48202

GENERAL MOTORS ACCEPTANCE CORP.  
MC 482-103-101  
3044 West Grand Blvd.  
Detroit, MI 48202  
Att: Purchasing Activities

PURCHASING AUTHORITY

Phase Order Number and Release Number Must Appear on  
All Invoices, Packaging Slips, and Transportation Bills.



# PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller has read and understands this order and agrees that Seller's written acceptance or commencement of any work or service under this order shall constitute Seller's acceptance of these terms and conditions only. All other conditions proposed by Seller, whether or not they are different from those in this order, are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this order. Any modifications to this order shall be made in accordance with Paragraph 31.

2. **SHIPPING, BILLING AND FILE CERTIFICATION:** Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer and involved carriers in a manner to ensure lowest transportation cost; (b) to route shipments in accordance with instructions from Buyer's Traffic Department; (c) to make no charge for handling, packaging, storage, transportation or drayage of goods unless otherwise stated in this order; (d) to provide with each shipment packing slips with Buyer's order number marked thereon; (e) to properly mark each package with this order number, the factory, plant and stock number, and where multiple packages comprise a single shipment, to consecutively number each package; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to promptly render, after delivery of goods or performance of services, correct and complete invoices to Buyer; and (b) to accept payment by check or, at Buyer's discretion, other cash equivalent (including electronic transfer of funds). Seller's invoice must include a certification that all goods were produced in compliance with the applicable requirements of sections 9, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued in connection therewith. The payment date is set forth on the face of this order, or if not stated, shall be on the 20th day of the month following Buyer's receipt of a proper invoice (except as may otherwise be agreed upon by Buyer and Seller in connection with a program providing for electronic funds transfer). Time for payment shall not begin until correct and complete invoices are received, and Seller shall be deemed to have accepted until such time as payment is made. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this order.

3. **DELIVERY SCHEDULES:** Deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer which are in excess of quantities specified in Buyer's delivery schedule. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this order. For orders of goods where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. **PREMIUM SHIPMENTS:** If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall, at Buyer's option, (i) promptly reimburse Buyer the difference in cost between the expeditious method and the original method, (ii) allow Buyer to reduce its payment of Seller's invoices by such difference, or (iii) ship the goods as expeditiously as possible at Seller's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment.

5. **CHANGES:** Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this order, including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any change to this order shall be made in accordance with Paragraph 31.

6. **INSPECTION:** Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

7. **NONCONFORMING GOODS:** To the extent Buyer rejects goods as nonconforming, the quantities under this order will automatically be reduced to the quantities accepted by Buyer. Seller will replace quantities so reduced without a new order or schedule from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the goods, without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance thereof, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

8. **FORCE MAJEURE:** Any act or failure of either party to perform the obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order, provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days. During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such purchases, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer and at the price set forth in this order. If requested by the Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance that the delay will cease within thirty (30) days, Buyer may immediately cancel the order without liability.

9. **WARRANTY:** Seller expressly warrants that all goods or services covered by this order will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and expressly warrants that the goods covered by this order, whether or not they are designed, manufactured, or assembled by Seller, based upon Buyer's stated use, will be fit and sufficient for the particular purposes intended by Buyer.

10. **INGREDIENTS DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS:** If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods purchased hereunder; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods purchased hereunder, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packaging) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carrier, Buyer, and their respective employees of how to exercise that measure of care and protection which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the goods, containers and packaging shipped to Buyer.

11. **INSOLVENCY:** Buyer may immediately cancel this order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of an involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) or execution of an assignment for the benefit of creditors by Seller; provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.

12. **CANCELLATION FOR BREACH:** Buyer reserves the right to cancel all or any part of this order, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this order, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; or (c) fails to make progress as to or endangers timely and proper completion of services or delivery of goods; and does not correct such failure or breach within ten (10) days or such shorter period of time if commercially reasonable under the circumstances after receipt of written notice from Buyer specifying such failure or breach.

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from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer, or its agents, shall have the right to audit any and all books, records, facilities, work, materials, inventories, and other items relating to any termination claim of Seller.

14. **INTELLECTUAL PROPERTY:** Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or mask work right by reason of the manufacture, use or sale of the goods or services ordered, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions; (b) to waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer; and (c) to grant to Buyer a worldwide, nonexclusive, royalty-free, irrevocable license to repair and have repaired, to reconstruct and have reconstructed the goods ordered hereunder. Seller assigns to Buyer all right, title and interest in and to all trademarks, copyrights and mask work rights in any material created for Buyer under this order.

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16. **INDemnIFICATION:** If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any loss of or damage to Buyer's property, including reasonable attorney fees, for damages to the property of others (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

17. **INSURANCE:** Seller shall maintain insurance coverage in amounts not less than the following: (a) Workers' Compensation - Statutory limits for the state or states in which this order is to be performed; (b) evidence of authority to self-insure; (c) Employer's Liability - \$250,000; (d) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) - \$1,000,000 per person, loss of or damage to property - \$1,000,000 per occurrence; (e) Automobile Liability - \$1,000,000 per occurrence; (f) occurrence Personal Injury and Property Damage combined single limit; and (g) Automobile Liability (including owned, non-owned and hired vehicles) - \$1,000,000 per person, \$1,000,000 per occurrence; (h) Personal Injury and \$1,000,000 per occurrence; (i) Property Damage, or \$1,000,000 per occurrence; (j) loss of or damage to property - \$1,000,000 per occurrence; (k) at Buyer's request, Seller shall furnish to Buyer a copy of the insurance policy setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller and, if further requested by Buyer, such certificates will provide that Buyer shall receive thirty (30) days' prior written notification from the insurer of any termination or reduction in the amount or loss of coverage. Seller's purchase of insurance shall not constitute acceptance of the furnishing of insurance by Seller or release Seller of its obligations or liabilities under this order. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or rendered prior to cancellation.

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19. **BAILED PROPERTY:** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this order, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the risk of loss of or damage to Buyer's bailed property. Seller shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of this order; shall be deemed to be personally, shall be conspicuously marked "Property of General Motors Corporation" by Seller; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, such property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable cost of delivering such property to such location. Buyer shall have the right to enter on Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto.

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21. **DUTY DRAWBACK RIGHTS:** This order includes all related customs duty and import drawback rights. If any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to Buyer, Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

22. **SETOFF:** In addition to any right of setoff provided by law, all amounts due Seller shall be considered net of indebtedness of Seller to General Motors Corporation and its subsidiaries, and General Motors Corporation may deduct any amounts due to or become due from Seller to General Motors Corporation and its subsidiaries from any sums due to or become due from General Motors Corporation to Seller.

23. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services herein ordered, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

24. **GOVERNMENT COMPLIANCE:** Seller agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Seller's performance of its obligations under this order.

25. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** This order incorporates by reference: (a) all provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41 C.F.R. 60-250, as amended, pertaining to affirmative action for disabled veterans of the Vietnam Era; and (c) all provisions of 41 C.F.R. 60-741, as amended, pertaining to affirmative action for disabled veterans. Seller certifies that it is in compliance with all applicable provisions of 41 C.F.R. 60-1, including but not limited to: (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.4, as amended; (b) filing EEO-1 Reports as required by 41 C.F.R. 60-1.7, as amended; and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60-1.8, as amended. Buyer requests that Seller adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion or national origin.

26. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

27. **NON-ASSIGNMENT:** Seller may not assign or delegate its obligations under this order without Buyer's prior written consent.

28. **RELATIONSHIP OF PARTIES:** Seller and Buyer are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. **GOVERNING LAW:** This order is to be construed according to the laws of the state from which this order issues as shown by the address of Buyer on the face of this order.

30. **SEVERABILITY:** If any term of this order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.

31. **ENTIRE AGREEMENT:** This order, together with the attachments, exhibits, or supplements, specifically referenced in this order, constitutes the entire agreement between Seller and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This order may only be modified by a purchase order amendment/variation issued by Buyer.

MAY, 1986

**PURCHASE ORDER**  
**GENERAL MOTORS ACCEPTANCE CORPORATION**  
AND CONSOLIDATED SUBSIDIARIES  
3044 WEST GRAND BOULEVARD  
DETROIT, MI 48202

- CANON USA, INC.
- 100 PARK BLVD.
- ITASCA, IL 60143-2693

ATTN: MILT WARD  
708/250-6262 (XT. 7760 FOR  
VOICE MAIL)

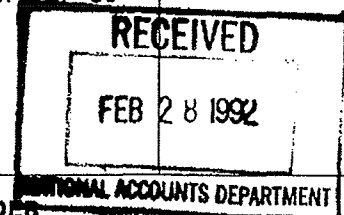
PURCHASE ORDER NUMBER AND RELEASE NUMBER MUST APPEAR ON ALL  
INVOICES, PACKING SLIPS AND TRANSPORTATION BILLS.

Purchase Order No. A- **86610** Date **12/10/91**

<b>SHIP INSIDE DELIVERY TO</b> <input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORPORATION THRU G.M. BLDG.-SHIPPING & RECEIVING DEPT. USE ENTRANCE ON SECOND AVE. BETWEEN WEST GRAND BLVD. & WEST MILWAUKEE AVE. DETROIT, MI 48202  ATTN: ANNEX  NOTE: MAXIMUM TRUCK CLEARANCE IS 11'0"  <b>SHIP INSIDE DELIVERY TO:</b> <input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORP. <input type="checkbox"/> GMAC LEASING CORPORATION <input type="checkbox"/> MOTORS INSURANCE CORP. <input type="checkbox"/> GMAC MORTGAGE CORP.  <b>SEE BELOW</b>	<b>INVOICE IN TRIPLICATE TO</b> <input type="checkbox"/> DELIVERY LOCATION <input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORPORATION ACCOUNTING DEPT.-ANNEX 108 3044 WEST GRAND BLVD. DETROIT, MI 48202  <input type="checkbox"/> MOTORS INSURANCE CORP. TREASURERS DEPT.-ANNEX 75 3044 W. GRAND BLVD. DETROIT, MI 48202  <input type="checkbox"/> GMAC MORTGAGE CORP. CORP. ACCOUNTING 8380 OLD YORK ROAD ELKINS PARK, PA 19117  <input type="checkbox"/>  <b>**SEE PAGE 2</b>
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TERMS <b>NET 10TH &amp; 25TH PROX.</b>	F.O.B. INSIDE DELIVERY <b>DESTINATION</b>	SHIP VIA <b>BEST WAY PREPAID</b>	DELIVERY DATE <b>AS RELEASED</b>	CODE NO.
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QUANTITY	DESCRIPTION	PRICE
	<p>BLANKET ORDER FOR THE PERIOD 12/1/91 THROUGH 11/30/94 MEETING THE REQUIREMENTS OF GMAC AND ITS CONSOLIDATED SUBSIDIARIES COVERING FACSIMILE EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ATTACHED GM/CANON CONTRACT 4023:</p> <p>ALL MATERIAL AND/OR SERVICES ARE TO BE RELEASED ON FORM GME-457 GMAC AND APPROVED BY ONE OF THE FOLLOWING AUTHORIZED AGENTS: J. J. MUSSELMAN, J. L. TODD, G. M. STETZ, J. G. AVENIUS, K. E. HARRIS, R. H. KING, L. E. PINK, S. LISTH, K. McDONOUGH, R. O'DONNELL, J. HEALY, M. DUGAN, R. FRATZKE, OR M. VOLKENS.</p> <p>ALL VERBAL INSTRUCTIONS OR CHANGES ARE TO BE CONFIRMED IN WRITING.</p> <p>THIS ORDER MAY BE CANCELLED BY EITHER PARTY UPON RECEIPT OF 30 DAY WRITTEN NOTICE.</p> <p>THIS ORDER SUPERSEDES P. O. #85094 DATED 12/90.</p>	



**SEE TERMS AND CONDITIONS ON REVERSE SIDE OF ORDER**

This order is not binding until accepted. Acceptance must be executed on acknowledgement copy which should be returned to Buyer.

On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.

This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon Buyer unless made in writing and signed by Buyer's authorized representative.

GM (REV. 8/91)  
P. N. U.S.A. 1M 8/91

<b>GENERAL MOTORS ACCEPTANCE CORP.</b> 3044 W. Grand Blvd. Detroit, MI 48202 Attn: Purchasing Activities Argo 'A' Bldg., Room 505-H  <i>C. F. Eiler</i>  C. F. EILER - PURCHASING AGENT  R. J. MAHONEY - SENIOR BUYER
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ORIGINAL

REQ. NO. 05943

## PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller has read and understands this order and agrees that Seller's acceptance is: commitment of any work or service under this order shall constitute Seller's acceptance of these terms and conditions only. All terms and conditions proposed by Seller which are different from or in addition to this order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this order. Any modifications to this order shall be made in accordance with Paragraph 31.

[illegible]

3. **DELIVERY SCHEDULES:** Deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered in Buyer's which are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or effect temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this order. For orders of goods where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

**4. PREMIUM SHIPMENTS** Seller's acts of over-shipment result in Seller's intent to meet Buyer's delivery requirements and Buyer requires a more expensive method of transportation for this goods than the transport as agreed originally specified by Buyer, Seller shall, at Buyer's option, its principle aim being to reduce the difference in cost between the more expensive method and the original method, (ii) allow Buyer to reduce its payment of Seller's invoice, as such difference, in full after the goods as expediently as possible at Seller's expense and credit Buyer for the amount which Buyer would have paid for normal shipment.

5. **CHANGES:** Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this order. Including work with respect to such matters as inspection, testing or quality control and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this order shall be made in accordance with Paragraph 31.

6. **INSPECTION:** Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work in-process or finished goods.

**3. NONCONFORMING GOODS:** To the extent Buyer rejects goods as nonconforming, the quantities under this order will automatically be red-ordered unless Buyer otherwise notifies Seller. Seller will replace quantities so rejected without a new order or schedule from Buyer. Nonconforming goods will be made by Buyer for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 60 (60) days, or such shorter period as may be commercially reasonable under the circumstances, shall constitute an acceptance of the goods. If Buyer's right to reject goods for stated reasons is barred, or, to the degree of the goods, without liability to Seller, payment for nonconforming goods shall not constitute an acceptance thereof. Limit or impair Buyer's right to assert any claim or to obtain remedy, or reduce Seller's responsibility for latent defects.

[illegible]

9. **WARRANTY:** Seller expressly warrants that all goods or services covered by this order will conform to the specific plans, drawings, samples, or descriptions (hereinafter to be known as "Specifications") and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and expressly warrants that all goods covered by this order which have been selected, designed, manufactured, or assembled by Seller, based upon Buyer's stated use, will be fit and sufficient for that particular purpose intended by Buyer.

**INGREDIENTS DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS:** If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct (a) a list of all ingredients in the goods purchased hereunder, (b) the amount of one or more ingredients, and (c) information concerning any changes in or deviations to such ingredients. Buyer will give the shipment of the goods purchased hereunder to its customers in the same condition and packaging as received by Seller, except for changes on its own, containers and packaging of the in-house materials which are ingredients or part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to proceed with measure of care and attention which will best protect the goods and/or any other property owned by Buyer. Transportation, processing, use or disposal of the goods

11. **INSOLVENCY:** Except by irrevocable order of the Superintendent of Banking or any other supervising official in bankruptcy for Seller, (a) filing of any involuntary petition in bankruptcy against Seller, (b) appointment of a receiver or trustee for Seller, (c) execution of an assignment for the benefit of creditors by Seller, provided that such person, partnership, or assignment is not vacated or nullified within fifteen days of such event.

**7. CANCELLATION FOR BREACH:** Buyer reserves the right to cancel all or any part of this order, without penalty, if Seller, at Seller's discretion, fails to perform or breaches any of the terms of this order, including Seller's warranties, the failure to perform services or deliver goods as specified by Buyer, or (c) this order, making progress to us is not being timely and proper completion of services or delivery of goods and does not correct such failure or breach within ten (10) days for such shorter period of time if commercially reasonable under the circumstances after receipt of written notice from Buyer specifying such material breach.

[illegible]

Upon the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer to audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim of Seller.

[illegible]

15. **TECHNICAL INFORMATION DISCLOSED TO BUYER:** Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.

16. **INDEMNIFICATION.** If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including reasonably attorney fees) for damages to the property or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demands arising out of the sole negligence of Buyer.

[illegible]

19. **TOOLS:** Unless otherwise Agreed to by Buyer, Seller at its own expense with full title, keep in good condition, and replace when necessary all tools, jigs, dies, gauges, fixtures, molds and patterns ("tools") necessary for the production of the goods. The cost of changes to the Tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the tools with full fire and extended coverage insurance for the replacement value thereof. Seller grants Buyer an irrevocable option to purchase the tools for the replacement value thereof, at the time of the termination of the agreement. Seller of the book value, less two years any amounts which Buyer has previously paid to Seller for the cost of such tools; provided, however, that this option shall not apply if such tools are used to produce goods that are the standard stock of Seller or at a substantial quantity of like goods are being sold to Seller to others.

**19. BAILED PROPERTY.** All supplies, materials, tools, jigs, dies, patterns, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this order, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the risk of loss of or damage to such property, whether or not such property is in Seller's possession and maintained by Seller; shall not be used by Seller for any purpose other than that specified in the order; shall not be used to manufacture, assemble, or otherwise produce any goods for Buyer; shall not be sold, transferred, or otherwise disposed of by Seller; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without the prior written consent of Buyer. If any such property is damaged, lost, or destroyed, it shall immediately be replaced by Buyer or delivered to Buyer by Seller, under (a) F.O.B. Transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier; selected by Buyer to transport such property; or (b) to any location designated by Buyer, in which event Buyer shall pay to Seller the cost of such transportation. This section shall not apply to property of Seller which is not owned by Seller. Seller's premises at all federally times, in respect such property and Seller's records with respect thereto

20. **REMEDIES:** The rights and remedies reserved to Buyer in this Order shall be cumulative, and additional to all other or further remedies provided in law or equity.

21. **DUTY DRAWBACK RIGHTS:** This order includes all related customs duty and import drawback rights, if any, (including rights developed) by substitution and rights which may be acquired from Seller's suppliers which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

22. **SETOFF:** In addition to any right of setoff provided by law, all amounts due Seller shall be considered net of indebtedness of Seller to General Motors Corporation and its subsidiaries, and General Motors Corporation may deduct any amounts due or to become due from Seller to General Motors Corporation and its subsidiaries from any sums due or to become due from General Motors Corporation to Seller.

22. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services herein ordered, or use any trademarks or slogans of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

24. **GOVERNMENT COMPLIANCE:** Seller agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Seller's performance of its obligations under this order.

**LEGAL OPPORTUNITY AND AFFIRMATIVE ACTION:** This order incorporates by reference: (a) all applicable laws, regulations, executive orders, and court decisions; (b) the provisions of 41 C.F.R. 60-750, as amended, pertaining to affirmative action for disabled persons in the Vietnam Era and (c) all provisions of 41 C.F.R. 60-741, as amended, pertaining to affirmative action for disabled persons in the Vietnam Era. The order also incorporates by reference: (a) the provisions of 41 C.F.R. 60-1, including but not limited to (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.60, as amended, and (b) the provisions of 41 C.F.R. 60-1.60, as amended, requiring that such order and implement a policy to ensure employment of disabled persons and employees on an equal basis regardless of an individual's age, race, color, sex, religion, national origin, and ethnicity.

**26. NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this order shall in no way affect the right to require such performance at any time thereafter. Not shall the waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

**27. NON-ASSIGNMENT:** Seller may not assign or delegate its obligations under this order without Buyer's prior written consent.

20. **RELATIONSHIP OF PARTIES:** Seller and Buyer are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. **GOVERNING LAW:** This order is to be construed according to the laws of the state from which this order issues as shown by the address of Buyer on the open side of this order.

30. **SEVERABILITY:** If any term of this order is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such as shall be deemed repealed or deleted, only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.

**3.1. ENTIRE AGREEMENT:** This order, together with the attachments, exhibits, or supplements, specifically references to this order, constitutes the entire agreement between Seller and Buyer with respect to the matter herein and herein and supersedes all prior and/or written representations and agreements. This order may only be modified by a purchase order amendment after such issued by Buyer.

**MAY, 1986**

# PURCHASE ORDER

**GENERAL MOTORS ACCEPTANCE CORPORATION  
AND CONSOLIDATED SUBSIDIARIES**  
3044 WEST GRAND BOULEVARD  
DETROIT, MI 48202

- CANON USA, INC.
- 100 PARK BLVD.
- ITASCA, IL 60143-2693

ATTN: MILT KARD

708/250-6262 (XT. 7760 FOR

VOICE MAIL)

PURCHASE ORDER NUMBER AND RELEASE NUMBER MUST APPEAR ON ALL  
INVOICES, PACKING SLIPS AND TRANSPORTATION BILLS.

Purchase Order No. A- 86610

Date 12/10/91

<b>SHIP INSIDE DELIVERY TO</b>		<b>INVOICE IN TRIPLICATE TO</b>	
<input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORPORATION THRU G.M. BLDG. SHIPPING & RECEIVING DEPT. USE ENTRANCE ON SECOND AVE. BETWEEN WEST GRAND BLVD. & WEST MILWAUKEE AVE. DETROIT, MI 48202	<input type="checkbox"/> DELIVERY LOCATION	<input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORPORATION ACCOUNTING DEPT. - ANNEX 708 3044 WEST GRAND BLVD. DETROIT, MI 48202	
ATTN: JANNEX		<input type="checkbox"/> MOTORS INSURANCE CORP. TREASURER'S DEPT. - ANNEX 75 3044 WEST GRAND BLVD. DETROIT, MI 48202	
NOTE: MAXIMUM TRUCK CLEARANCE IS 13'0"		<input type="checkbox"/> GMAC MORTGAGE CORP. CORP. ACCOUNTING 8800 OLD YORK ROAD ELIOTTS PARK, PA 19117	
<b>SHIP INSIDE DELIVERY TO:</b>			
<input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORP.			
<input type="checkbox"/> GMAC LEASING CORPORATION			
<input type="checkbox"/> MOTORS INSURANCE CORP.			
<input type="checkbox"/> GMAC MORTGAGE CORP.			
<b>SEE BELOW</b>			

TERMS <b>NET 10TH &amp; 25TH PROX.</b>	F.O.B. INSIDE DELIVERY <b>DESTINATION</b>	SHIP VIA <b>BEST WAY PREPAID</b>	DELIVERY DATE <b>AS RELEASED</b>	CODE NO.
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QUANTITY	DESCRIPTION	PRICE
	<p>BLANKET ORDER FOR THE PERIOD 12/1/91 THROUGH 11/30/94 MEETING THE REQUIREMENTS OF GMAC AND ITS CONSOLIDATED SUBSIDIARIES COVERING FACSIMILE EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ATTACHED GM/CANON CONTRACT 402X:</p> <p>ALL MATERIAL AND/OR SERVICES ARE TO BE RELEASED ON FORM ONE-457 GMAC AND APPROVED BY ONE OF THE FOLLOWING AUTHORIZED AGENTS: J. J. MUSSELMAN, J. L. TODD, G. W. STETZ, J. G. AYENIUS, K. E. HARRIS, R. H. KING, L. E. PINK, S. LISTN, K. MCDONOUGH, R. O'DONNELL, J. HEALY, M. DUGAN, R. PRATZKE, OR M. VOLKENS.</p> <p>ALL VERBAL INSTRUCTIONS OR CHANGES ARE TO BE CONFIRMED IN WRITING.</p> <p>THIS ORDER MAY BE CANCELLED BY EITHER PARTY UPON RECEIPT OF 30 DAY WRITTEN NOTICE.</p> <p>THIS ORDER SUPERSEDES P. O. #85094 DATED 12/90.</p>	

**ACKNOWLEDGEMENT—MUST BE SIGNED AND RETURNED TO PURCHASING DEPARTMENT**

On the reverse side hereof are the terms and conditions to which the Seller agrees by acceptance of this order.  
Material will be shipped to meet your instructions.

If no instructions are given or provided for, shipment will be made on or about \_\_\_\_\_, via \_\_\_\_\_

Date: \_\_\_\_\_ Vendor: \_\_\_\_\_ By: \_\_\_\_\_

GMAC 335 (REV. 8/91)  
PRINTED IN U.S.A. 1M 8/91

ACKNOWLEDGEMENT

REC. NO. 05943

## CONCLUSIONS

from the other (irrespective of whether the Seller still owns or controls) the following items relating to the Seller, with sufficient information to identify the items by name, audit, and classification (including, if applicable, the tax consequences) and supporting information as Buyer may request. Buyer, in requesting, shall have no right to look at or remove the books, records, facilities, work, material, inventory, and other items relating to any technology claim of Seller.

[illegible]

13. **TECHNICAL INFORMATION DISCLOSED TO BUYER:** Seller agrees not to assert any ownership claim or claim for patent, infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.

16. **INDEMNIFICATION:** If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including reasonable attorney fees) for damages to the property or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or damages to the extent of the

17. **INSURANCE:** Seller shall maintain insurance coverage in amounts not less than the following: (a) Workers' Compensation -- Statutory limits for the state or states in which this order is to be performed (or evidence of authority to self-insure); (b) Employer's Liability -- \$250,000 (c) Commercial General Liability (including Products-Completed Operations and Blanket Contractual Liability) -- \$1,000,000 per person.

[illegible]

14. **TOOLS:** Unless otherwise agreed to by Buyer, Seller, at its own expense, will furnish, and in good condition, all tools, equipment, and materials necessary for the production of the goods. Tools necessary for the production of the goods. The cost of tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the Tools with full fire and extended coverage insurance for the replacement value thereof. Seller shall use an irrevocable option to title production of and title to the goods are to be for the production of the goods upon payment to Seller of the book value thereof (that is any amounts which Buyer has previously paid to Seller for the cost of such Tools). However, this option shall not apply when such Tools are used to produce goods that are the

10. **BAUER'S OBLIGATIONS.** All supplies, materials, tools, and other equipment, fixtures, molds, patterns, equipment and other items furnished by Buyer, shall directly or indirectly to Seller to perform this order, for which Seller has been reimbursed by Buyer, shall be at the expense and the property of Buyer. Seller shall bear the risk of loss of and the damage to and loss of profit, if any, of a property should the equipment be damaged or destroyed. If Seller shall not use the equipment for 90 days or more after the date of receipt of the equipment, then the Seller shall be deemed to have accepted the equipment and shall be responsible for the maintenance and repair of the equipment.

[illegible]

20. **RESERVED:** The rights and remedies reserved to Buyer in this contract are cumulative, and additional to all other or former remedies provided at law or equity.

21. **DUTY DRAWBACK RIGHTS:** This order includes all related customs duty and import drawback rights, if any, including rights developed by substitution and rights which are automatically assigned from Seller's suppliers which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of such rights and upon request to supply such documents as may be required to obtain such drawback.

29. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has been named in Exhibit B, nor the goods be serviced, being ordered

24. **GOVERNMENT COMPLIANCE:** Seller agrees to comply with all federal, state and local laws, executive

**IN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION:** This order incorporates by reference, (a) all provisions of 41 CFR, 60-1.4, as amended, pertaining to the equal opportunity clause in Government contracts; (b) all provisions of 41 CFR 60-250, as amended, pertaining to affirmative action for disabled persons.

veterans of the Vietnam Era; and (c) all provisions of 41 C.F.R. 60-1-6, 60-1-7, 60-1-8, 60-1-9, 60-1-10, 60-1-11, 60-1-12, 60-1-13, 60-1-14, 60-1-15, 60-1-16, 60-1-17, 60-1-18, 60-1-19, 60-1-20, 60-1-21, 60-1-22, 60-1-23, 60-1-24, 60-1-25, 60-1-26, 60-1-27, 60-1-28, 60-1-29, 60-1-30, 60-1-31, 60-1-32, 60-1-33, 60-1-34, 60-1-35, 60-1-36, 60-1-37, 60-1-38, 60-1-39, 60-1-40, 60-1-41, 60-1-42, 60-1-43, 60-1-44, 60-1-45, 60-1-46, 60-1-47, 60-1-48, 60-1-49, 60-1-50, 60-1-51, 60-1-52, 60-1-53, 60-1-54, 60-1-55, 60-1-56, 60-1-57, 60-1-58, 60-1-59, 60-1-60, 60-1-61, 60-1-62, 60-1-63, 60-1-64, 60-1-65, 60-1-66, 60-1-67, 60-1-68, 60-1-69, 60-1-70, 60-1-71, 60-1-72, 60-1-73, 60-1-74, 60-1-75, 60-1-76, 60-1-77, 60-1-78, 60-1-79, 60-1-80, 60-1-81, 60-1-82, 60-1-83, 60-1-84, 60-1-85, 60-1-86, 60-1-87, 60-1-88, 60-1-89, 60-1-90, 60-1-91, 60-1-92, 60-1-93, 60-1-94, 60-1-95, 60-1-96, 60-1-97, 60-1-98, 60-1-99, 60-1-100, 60-1-101, 60-1-102, 60-1-103, 60-1-104, 60-1-105, 60-1-106, 60-1-107, 60-1-108, 60-1-109, 60-1-110, 60-1-111, 60-1-112, 60-1-113, 60-1-114, 60-1-115, 60-1-116, 60-1-117, 60-1-118, 60-1-119, 60-1-120, 60-1-121, 60-1-122, 60-1-123, 60-1-124, 60-1-125, 60-1-126, 60-1-127, 60-1-128, 60-1-129, 60-1-130, 60-1-131, 60-1-132, 60-1-133, 60-1-134, 60-1-135, 60-1-136, 60-1-137, 60-1-138, 60-1-139, 60-1-140, 60-1-141, 60-1-142, 60-1-143, 60-1-144, 60-1-145, 60-1-146, 60-1-147, 60-1-148, 60-1-149, 60-1-150, 60-1-151, 60-1-152, 60-1-153, 60-1-154, 60-1-155, 60-1-156, 60-1-157, 60-1-158, 60-1-159, 60-1-160, 60-1-161, 60-1-162, 60-1-163, 60-1-164, 60-1-165, 60-1-166, 60-1-167, 60-1-168, 60-1-169, 60-1-170, 60-1-171, 60-1-172, 60-1-173, 60-1-174, 60-1-175, 60-1-176, 60-1-177, 60-1-178, 60-1-179, 60-1-180, 60-1-181, 60-1-182, 60-1-183, 60-1-184, 60-1-185, 60-1-186, 60-1-187, 60-1-188, 60-1-189, 60-1-190, 60-1-191, 60-1-192, 60-1-193, 60-1-194, 60-1-195, 60-1-196, 60-1-197, 60-1-198, 60-1-199, 60-1-200, 60-1-201, 60-1-202, 60-1-203, 60-1-204, 60-1-205, 60-1-206, 60-1-207, 60-1-208, 60-1-209, 60-1-210, 60-1-211, 60-1-212, 60-1-213, 60-1-214, 60-1-215, 60-1-216, 60-1-217, 60-1-218, 60-1-219, 60-1-220, 60-1-221, 60-1-222, 60-1-223, 60-1-224, 60-1-225, 60-1-226, 60-1-227, 60-1-228, 60-1-229, 60-1-230, 60-1-231, 60-1-232, 60-1-233, 60-1-234, 60-1-235, 60-1-236, 60-1-237, 60-1-238, 60-1-239, 60-1-240, 60-1-241, 60-1-242, 60-1-243, 60-1-244, 60-1-245, 60-1-246, 60-1-247, 60-1-248, 60-1-249, 60-1-250, 60-1-251, 60-1-252, 60-1-253, 60-1-254, 60-1-255, 60-1-256, 60-1-257, 60-1-258, 60-1-259, 60-1-260, 60-1-261, 60-1-262, 60-1-263, 60-1-264, 60-1-265, 60-1-266, 60-1-267, 60-1-268, 60-1-269, 60-1-270, 60-1-271, 60-1-272, 60-1-273, 60-1-274, 60-1-275, 60-1-276, 60-1-277, 60-1-278, 60-1-279, 60-1-280, 60-1-281, 60-1-282, 60-1-283, 60-1-284, 60-1-285, 60-1-286, 60-1-287, 60-1-288, 60-1-289, 60-1-290, 60-1-291, 60-1-292, 60-1-293, 60-1-294, 60-1-295, 60-1-296, 60-1-297, 60-1-298, 60-1-299, 60-1-300, 60-1-301, 60-1-302, 60-1-303, 60-1-304, 60-1-305, 60-1-306, 60-1-307, 60-1-308, 60-1-309, 60-1-310, 60-1-311, 60-1-312, 60-1-313, 60-1-314, 60-1-315, 60-1-316, 60-1-317, 60-1-318, 60-1-319, 60-1-320, 60-1-321, 60-1-322, 60-1-323, 60-1-324, 60-1-325, 60-1-326, 60-1-327, 60-1-328, 60-1-329, 60-1-330, 60-1-331, 60-1-332, 60-1-333, 60-1-334, 60-1-335, 60-1-336, 60-1-337, 60-1-338, 60-1-339, 60-1-340, 60-1-341, 60-1-342, 60-1-343, 60-1-344, 60-1-345, 60-1-346, 60-1-347, 60-1-348, 60-1-349, 60-1-350, 60-1-351, 60-1-352, 60-1-353, 60-1-354, 60-1-355, 60-1-356, 60-1-357, 60-1-358, 60-1-359, 60-1-360, 60-1-361, 60-1-362, 60-1-363, 60-1-364, 60-1-365, 60-1-366, 60-1-367, 60-1-368, 60-1-369, 60-1-370, 60-1-371, 60-1-372, 60-1-373, 60-1-374, 60-1-375, 60-1-376, 60-1-377, 60-1-378, 60-1-379, 60-1-380, 60-1-381, 60-1-382, 60-1-383, 60-1-384, 60-1-385, 60-1-386, 60-1-387, 60-1-388, 60-1-389, 60-1-390, 60-1-391, 60-1-392, 60-1-393, 60-1-394, 60-1-395, 60-1-396, 60-1-397, 60-1-398, 60-1-399, 60-1-400, 60-1-401, 60-1-402, 60-1-403, 60-1-404, 60-1-405, 60-1-406, 60-1-407, 60-1-408, 60-1-409, 60-1-410, 60-1-411, 60-1-412, 60-1-413, 60-1-414, 60-1-415, 60-1-416, 60-1-417, 60-1-418, 60-1-419, 60-1-420, 60-1-421, 60-1-422,

25. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance from the other party of any provision of this order, shall in no way constitute the right to enforce such performance in the future.

any provision or provisions of this order or agreement shall be null and void in any state or jurisdiction in which it may be enforced, and the parties agree that the law of the State of New York shall govern the interpretation and enforcement of this order and agreement. If any provision of this order or agreement is held to be unenforceable, the remaining provisions shall survive and the parties agree to attempt to modify the unenforceable provision to make it enforceable. If the modification is not agreed to by the parties, the parties agree to attempt to modify the unenforceable provision to make it enforceable. If the modification is not agreed to by the parties, the parties agree to attempt to modify the unenforceable provision to make it enforceable.

28: **RELATIONSHIP OF PARTIES:** Seller and Buyer are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other or any person whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29: **GOVERNING LAW:** This order is to be construed according to the laws of the state from which this order originates as shown by the address of Buyer on the face of this order.

30. **SEVERABILITY:** If any term of this order is held to be invalid or unenforceable under any statute, regulation, ordinance, executive order, or otherwise, such term shall be deemed irrelevant or inapplicable, but any word or phrase necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.

3. **ENTIRE AGREEMENT.** This Order, together with the attachments, exhibits, or amendments specifically referenced in this order, constitutes the entire agreement between Seller and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This Order may only be modified by a purchase order amendment or alteration issued by Buyer.

100-443887-100

the 1990s, the number of people in the United States who are 65 years of age or older is projected to increase from 20 million to 35 million, and the number of people 75 years of age or older is projected to increase from 10 million to 17 million (U.S. Census Bureau, 1997).

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PAGE 2  
P. O. #A 86610  
12/10/91

**\*\*INVOICE TO: ALL PURCHASE ORDER RELEASES WILL INSTRUCT YOU TO INVOICE ONE  
OF THE FOLLOWING ADDRESSES:**

GMAC

3044 W. GRAND BLVD.  
ANNEX 108  
DETROIT, MI 48202  
ATTN: CENTRAL ACCOUNTS PROCESSING

MIC

3044 W. GRAND BLVD.  
ARGO A, 432 B  
DETROIT, MI 48202  
ATTN: ACCOUNTS PAYABLE

GMAC MORTGAGE CORP.

8360 OLD YORK ROAD  
ELKINS PARK, PA 19117  
ATTN: CORPORATE ACCOUNTING

GMAC MORTGAGE CORP.

3451 HAMMOND AVENUE  
WATERLOO, IA 50702  
ATTN: CORPORATE ACCOUNTING

**INVOICES MUST REFERENCE BOTH THE PURCHASE ORDER AND RELEASE NUMBERS.**

BLANKET ORDER CLAUSE

PRICES QUOTED ARE TO BE FIRM FOR THE PERIOD SPECIFIED. HOWEVER ADJUSTMENTS IF ANY, ARE TO BE MUTUALLY ACCEPTED BY BOTH PARTIES. ANY INCREASE MUST BE SUBMITTED IN WRITING AND WILL NOT BECOME EFFECTIVE UNTIL 30 DAYS AFTER IT HAS BEEN PRESENTED TO THE BUYER. PRICE DECREASES FOLLOWING THEIR EFFECTIVE ANNOUNCEMENTS WILL BE IN EFFECT ON ALL SHIPMENTS. NO PRICE CHANGE WILL BE CONSIDERED FOR THE DURATION OF A BLANKET ORDER UNLESS IT REFLECTS A DIRECT COST PASS THROUGH AND IS SUPPORTED BY DETAILED DOCUMENTATION REFLECTING AN OVERALL TRADE INCREASE. IN THE EVENT SUCH PRICE INCREASES ARE NOT ACCEPTED BY BUYER, THIS AGREEMENT MAY BE CANCELLED WITHOUT COMMITMENT.

TO 02-CL-4780  
CANON USA INC  
100 PARK BLVD  
ITASCA  
60143 US



GENERAL MOTORS CORPORATION

GM WORLDWIDE PURCHASING  
6750 CHICAGO ROAD  
M/C 480-201-001  
WARREN MI 48090

MATERIALS REQUIREMENT  
CONTRACT ALTERATION  
R0807824 - 003  
EFFECTIVE: 02/14/96  
RC EFFECTIVE: 04/03/95  
RC EXPIRES: 12/31/97  
PAGE 1 OF 1

BY: BUSINESS SUPPLIES  
TELEPHONE NO: (810) 947-6204  
PRINT DATE: 02/14/96

\*\*\* THIS IS A CHANGE TO AN EXISTING  
CONTRACT NOW READS AS FOLLOWS: \*\*\* (AO1)

ALL PRICES ARE CONTRACTED IN U.S. DOLLARS  
ALTERATION TO AMEND CONTRACT.

THE FOLLOWING CLAUSES HAVE BEEN ADDED TO THE CONTRACT.

AMEND CONTRACT EFFECTIVE 2/8/96 TO  
CANON NP6012 INCLUDE UNITS:

TO INCLUDE MODELS:  
CLC 350, CLC 700, CLC 800, BJ 2436  
CANON NP 6012, NP 6050, CJ7, CJ10,  
CLC350, CLC 700, CLC 800, BJ 2436

CANON NP 6012, NP 6050, CJ7, CJ10.



### PURCHASE ORDER TERMS AND CONDITIONS

- [illegible]



**GENERAL MOTORS ACCEPTANCE CORPORATION**  
**AND ITS CONSOLIDATED SUBSIDIARIES**  
MC 482-103-101  
3044 WEST GRAND BLVD.  
DETROIT, MI 48202  
(313) 556-9348 • (313) 974-4544 FAX

VENDOR: MILY WARD

CANIN USA, INC  
ATTN: MILY WARD  
100 PARK BLVD.  
TASCA IL 60143

P.O. NUMBER 1039		AMENDMENT CHANGE NUMBER	
RELEASE NUMBER 0070	DATE 05/28/97	PAGE 1	

SHIP INSIDE DELIVERY TO:

047930

TERMS 25TH PROX.	F.O.B. SHIPPING POINT	SHIP VIA BEST WAY PREPAID	DELIVERY DATE 05/28/97
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- ☐ AN AUTHORIZATION TO PRINT ☐ TO BE HELD FOR SHIPPING INSTRUCTIONS ☐ A RELEASE OF MATERIAL  
☐ AN INSTRUCTION AS NOTED BELOW ☒ A RELEASE OF EQUIPMENT ☐ CONFIRMING ORDER

QUANTITY	DESCRIPTION	PRICE
1	AMEND #5 TO REFLECT PRICE CHANGES AND NEW EQUIPMENT AS PER THE ATTACHED PRICE SHEET.	

INVOICE IN DUPLICATE TO:

INVOICE DELIVERY LOCATION

GENERAL MOTORS ACCEPTANCE CORP.  
MC 482-103-101  
3044 West Grand Blvd.  
Detroit, MI 48202  
Att: Purchasing Activities

*C. J. R.*  
PURCHASING AUTHORITY

Purchase Order Number and Release Number Must Appear on  
All Invoices, Packaging Slips, and Transportation Bills.

## PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller has read and understands this order and agrees that Seller's written acceptance or commencement of any work or service under this order shall constitute Seller's acceptance of these terms and conditions only. All terms and conditions proposed by Seller which are different from or in addition to this order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this order. Any modifications to this order shall be made in accordance with Paragraph 31.

[illegible]

**1. DELIVERY SCHEDULES:** Deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer within 90 days in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this order. For orders of goods where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. **PREMIUM SHIPMENTS:** If Seller's acts or omissions result in Seller's failure to meet buyer's terms, requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall, at Buyer's option, (i) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, and (ii) allow Buyer to reduce its payment of Seller's invoices by such difference, or (iii) ship the goods as expeditiously as possible at Seller's expense and reimburse Buyer for the amount which Buyer would have paid for normal shipment.

5. **CHANGES:** Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to the drawings and specifications of the goods or to otherwise change the scope of the work covered by this order. Including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this order shall be made in accordance with Paragraph 31.

8. **INSPECTION:** Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

7. **NONCONFORMING GOODS:** To the extent Buyer rejects goods as nonconforming, the quantities under this contract shall be automatically reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new order or schedule from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to (a) return the goods for storage and handling, or to dispose of the goods, without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of the goods, or impair Buyer's right to assert any legal or equitable remedy, or constitute a basis for a claim against Seller.

5. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, fire, flood, war, terrorism, labor disputes, strikes, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order, or any other event or circumstance beyond the control of the party. The time for performance of the obligated party shall be extended for the period of such delay or failure to perform by Seller. Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources at a price to be determined by the Buyer. Seller shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days of Seller does not provide adequate assurances, the delay shall cease with thirty (30) days of the date of the Buyer's written notice to Seller.

**8. WARRANTY:** Seller expressly warrants that all goods or services covered by this order will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and expressly warrants that all goods covered by this order which have been selected, designed, manufactured, or assembled by Seller, based upon Buyer's stated use, will be fit and sufficient for the particular purposes intended by Buyer.

10. **INGREDIENTS DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS:** If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct, (a) a list of all ingredients in the goods purchased hereunder; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to the delivery of the goods, Seller shall place on each container of the goods a written and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any ingredient in the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and Seller's respective employees of how to ensure that measure of care and protection shall be taken in the handling, transportation, processing, use, or disposal of the goods, and to prevent any damage to the goods and the health and safety of the personnel handling, transporting, processing, use, or disposal of the goods.

11. **INSOLVENCY:** Buyer may immediately cancel this order without liability to Seller in the event of (a) happening of any of the following: (i) any other comparable event; (ii) insolvency of the Seller; (b) filing of any petition for liquidation or reorganization of Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) or execution of an assignment for the benefit of creditors. Seller, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.

12. **CANCELLATION FOR BREACH:** Buyer reserves the right to cancel all or any part of this order, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this order, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; or (c) fails to make progress as to tendering timely and proper completion of services or delivery of goods; and does not correct such failure or breach within ten (10) days for each shorter period of time if commercially reasonable under the circumstances. Seller agrees to indemnify Buyer for any loss or damage caused by such failure or breach.

[illegible]

from the effective date of termination. Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim of Seller.

14. **INTELLECTUAL PROPERTY:** Seller agrees (a) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, costs, damages, liability and expenses (including reasonable attorney fees) arising out of any suit, claim or action brought against Buyer or its customers by a third party, whether or not such suit, claim or action is based in whole or in part on the alleged infringement of copyright or mask work right by reason of the manufacture, use or sale of the goods or services ordered by Buyer from Seller, (b) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, costs, damages, liability and expenses (including reasonable attorney fees) arising out of compliance with specifications or instructions for the manufacture of the goods or services ordered by Buyer from Seller, or (c) to grant to Buyer a worldwide, nonexclusive, royalty-free, irrevocable license to use, copy, reproduce, distribute, sell, lease, license, or otherwise use the goods or services ordered by Buyer from Seller to repair and have repaired, to reconstruct and have reconstructed the goods ordered hereunder. Seller agrees to defend, hold harmless and to all trademarks, copyrights and mask work rights in any material ordered by Buyer from Seller.

15. **TECHNICAL INFORMATION DISCLOSED TO BUYER:** Seller agrees not to assert any claim [other than a claim for patent infringement] with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.

18. **INDEMNIFICATION:** If Seller performs any work on Buyer's premises or utilizes the property of Buyer whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including reasonable attorney fees) for damages to the property of or injuries (including death) to Buyer, its employees of any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the

**17. INSURANCE:** Seller shall maintain insurance coverage in amounts not less than the following: (a) Workers' Compensation - Statutory Limits for the state or states in which this order is to be performed; (b) Employers' Liability - \$250,000; (c) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) - \$1,000,000 per person/\$1,000,000 per occurrence Personal Injury, and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal Injury and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal Injury and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal Injury and \$1,000,000 per occurrence Property Damage combined single limit. At Buyer's request, Seller shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s), and expiration for inclusion in the contract maintained by Seller. Upon receipt of such certificates will provide that Buyer shall receive written notification from the insurer of any termination or reduction in the amount or scope of coverages. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this order. In the event of Seller's breach of the provision, Buyer shall have the right to reject the covered portion of any goods received and may elect to make further payments except for conforming goods delivered by Seller's bonding prior to cancellation.

18. **TOOLS:** Unless otherwise agreed to by Buyer, Seller shall its own expense shall furnish, keep in good condition and replace when necessary all tools, jigs, dies, gauges, fixtures, molds and patterns ("tools") necessary for the production of the goods. The cost of changes to the Tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure the Tools with full fire and extended coverage insurance for the replacement value thereof. Seller grants Buyer an irrevocable option to take possession of and title to the Tools that are special for the production of the goods. If the Seller is to provide tools, however, the cost of the tools shall be paid by Seller to Seller for the cost of such Tools; provided, however, that Seller shall not apply if such Tools are used to produce goods that are not the same as those for which the Tools were originally intended. If the Tools are to be used to produce goods that are not the same as those for which the Tools were originally intended, the cost of the Tools shall be paid by Seller to Seller.

15. **PAILED PURCHASES:** All supplies, materials, tools, jigs, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this order, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the risk of loss of and damage to Buyer's property. Buyer's property shall at all times be properly housed, stored, protected, insured, and maintained by Seller, shall not be used by anyone other than the Seller or its employees, and shall be delivered to Buyer in the same condition as it was received by Seller. Property of General Motors Corporation by Seller, shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, such property shall be immediately returned to Buyer in the same condition as it was received by Seller, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable cost of delivering such property to such location. Seller shall maintain property and Seller's records with respect thereto. Seller's records shall include:

16. **RESERVED RIGHTS:** All rights and remedies reserved to Buyer in this order shall be cumulative, and additional rights or further remedies provided in law or equity.

**21. DUTY DRAWBACK RIGHTS:** This order includes all related customs duty and import drawback rights, including rights developed by substitution and rights which may be acquired from Seller's supplier, which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

12. **SETOFF.** In addition to any right of setoff provided by law, all amounts due Seller shall be considered as indebtedness of Seller to General Motors Corporation and its subsidiaries; and General Motors Corporation may deduct any amounts due or to become due from Seller to General Motors Corporation and its subsidiaries from any amounts due or to become due from General Motors Corporation to Seller.

29. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services herein ordered or use any trademarks or tradenames of Buyer in Seller's advertising or promotional materials. In the event Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services, covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

24. **GOVERNMENT COMPLIANCE:** Seller agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Seller's performance of its obligations under this contract.

**OPPORTUNITY AND AFFIRMATIVE ACTION:** This order incorporates by reference: (a) provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the affirmative action clause in government contracts; (c) all provisions of 41 C.F.R. 60-7.41, as amended, pertaining to affirmative action for handicapped workers. Seller certifies that it is in compliance with all applicable provisions of the Civil Rights Act of 1964, as amended, and Executive Order 11246, as amended, and the affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40 and 60-7.41, as amended, and that it will continue to comply with the same. (d) filing EEO-1 reports as required by 41 C.F.R. 60-1.40, as amended, and (e) the affirmative action program for the use of minority and segregated facilities as prohibited by 41 C.F.R. 60-1.4, as amended. Buyer requests that Seller adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's sex, race, religion, or national origin.

26. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party under any provision of this order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver of or a surrender of the right to require performance of the same or any other provision.

27. **NON-ASSIGNMENT:** Seller may not assign or delegate its obligations under this order without Buyer's prior written consent.

28. **RELATIONSHIP OF PARTIES:** Seller and Buyer are independent contracting parties and nothing in order shall make either party the agent or legal representative of the other for any purpose whatsoever, does it grant either party any authority to assume or to create any obligation on behalf of or in the name of either.

30. **REVERABILITY:** If any term of this order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remainder of this order shall remain in full force and effect.

31. **ENTIRE AGREEMENT:** This order, together with the attachments, exhibits, or supplements, specific referenced in this order, constitutes the entire agreement between Seller and Buyer with respect to the materials contained herein and supersedes all prior oral or written representations and agreements. This order may be modified only by a written amendment or agreement signed by Buyer.

MAY 19 1964

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**MAY, 1986**

**GENERAL MOTORS ACCEPTANCE CORPORATION**  
**AND ITS CONSOLIDATED SUBSIDIARIES**  
MC 482-103-101  
3044 WEST GRAND BLVD.  
DETROIT, MI 48202  
(313) 556-9348 • (313) 974-4544 FAX

VENDOR: MILT WARD

CANON USA, INC.  
ATTN: MILT WARD  
100 PARK BLVD.  
ITASCA IL 60143

BLANKET RELEASE

P.O. NUMBER 80381		AMENDMENT CHANGE NUMBER	
RELEASE NUMBER 0021	DATE 07/23/97	PAGE	

SHIP INSIDE DELIVERY TO:

058287

\*\*\* SEE BELOW \*\*\*

TERMS 25TH PROX.	F.O.B. SHIPPING POINT	SHIP VIA BEST WAY PREPAID	DELIVERY DATE 07/24/97
---------------------	--------------------------	------------------------------	---------------------------

- ☐ AN AUTHORIZATION TO PRINT  
☐ AN INSTRUCTION AS NOTED BELOW  
☐ TO BE HELD FOR SHIPPING INSTRUCTIONS  
☒ A RELEASE OF EQUIPMENT  
☐ A RELEASE OF MATERIAL  
☐ CONFIRMING ORDER

QUANTITY	DESCRIPTION	PRICE
1	AMEND #6 - TO REFLECT CHANGES AS PER THE ATTACHED PRICE SCHEDULE EFFECTIVE IMMEDIATELY.	

INVOICE IN DUPLICATE TO:

INVOICE DELIVERY LOCATION

GENERAL MOTORS ACCEPTANCE CORP.  
MC 482-103-101  
3044 West Grand Blvd.  
Detroit, MI 48202  
Attn: Purchasing Activities

*C. F. E. C.*  
PURCHASING AUTHORITY

Purchase Order Number and Release Number Must Appear on  
Invoices, Packaging Slips, and Transportation Bills.

## PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller has read and understands this order and agrees that Seller's written acceptance or commencement of any work or service under this order shall constitute Seller's acceptance of these terms and conditions only. All terms and conditions proposed by Seller which are different from or in addition to this order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this order. Any modifications to this order shall be made in accordance with Paragraph 31.

[illegible]

**3. DELIVERY SCHEDULES:** Deliveries shall be made both in quantities and at times specified in Buyer's schedules. Buyer shall not be required to make payment for goods delivered to Buyer which are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this order. For orders of goods where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in

4. **PREMIUM SHIPMENTS:** If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall, at Buyer's option, (i) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, (ii) allow Buyer to reduce its payment of Seller's invoices by such difference, or (iii) ship the goods as expeditiously as possible at Seller's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment.

**5. CHANGES:** Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this order, including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes in this order shall be made in accordance with Paragraph 31.

6. **INSPECTION:** Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

**7. NONCONFORMING GOODS:** To the extent Buyer rejects goods as nonconforming the quantities under this order will automatically be reduced unless Buyer provides written notice. Seller will not replace the rejected goods with new goods or schedule from Buyer. Nonconforming goods will be held by Seller until Buyer provides written notice of rejection. Seller's failure to provide written notice of rejection within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall constitute Buyer's, at Buyer's option, to charge Seller for storage and handling, or to dispose of the goods, without liability to Seller. Payment for nonconforming goods shall be made by Buyer within ten (10) days of the date of Seller's invoice. Seller shall not be liable for any loss or damage to the goods, but shall not constitute a discharge thereof. Until or unless Buyer's right to assert any legal or equitable remedy is exhausted, Seller shall retain title to the goods.

[illegible]

8. **WARRANTY:** Seller expressly warrants that all goods or services covered by this order will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and expressly warrants that all goods covered by this order which have been selected, designed, manufactured, or assembled by Seller, based upon Buyer's stated use, will be fit and sufficient for the particular purposes intended by Buyer.

10. **SELLER'S RESPONSIBILITY, DISCLOSURE, AND SPECIAL WARNING AND INSTRUCTIONS:** It is required by Buyer that Seller shall provide a written disclosure to Buyer in such form and detail as Buyer may direct: (a) list of all ingredients of the goods purchased hereunder; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods purchased hereunder, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods purchased hereunder. Seller agrees to provide such warning and notice in writing to each of the goods, together with such special handling instructions as may be necessary to assure that the goods are received by the respective employee of who to exercise that measure in accordance with the label which will best protect the goods.

**11. INSOLVENCY:** Buyer may immediately cancel this order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) or execution of an assignment for the benefit of creditors. Seller, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.

12. **CANCELLATION FOR BREACH:** Buyer reserves the right to cancel all or any part of this order, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this order, including Seller's warranties; (b) fails to perform services or deliver goods as promised by Buyer; or (c) fails to make progress as to and/or deliver timely and proper completion of services or delivery of goods; and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after notification from Buyer specifying such failure or breach.

**13. TERMINATION:** In addition to any other rights of Buyer to cancel or terminate this order, Buyer may at option immediately terminate all or any part of this order, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication of the amounts for all goods or services which have been completed in accordance with this order and for

[illegible]

from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim of

[illegible]

15. **TECHNICAL INFORMATION DISCLOSED TO BUYER:** Seller agrees not to assert any claim (other than claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.

18. **INDEMNIFICATION:** If Seller performs any work on Buyer's premises or utilizes the property of Buyer whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against all liability, claims, demands or expenses (including reasonable attorney fees) for damages to the property or to injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

**12. INSURANCE:** Seller shall maintain insurance coverage in amounts not less than the following: (a) Workers' Compensation — Statutory Limits for the state or states in which the Order is to be performed (for evidence of authority to self-insure); (b) Employer's Liability — Statutory Limits; (c) Business Contractual Liability — \$1,000,000 per person; (d) General Liability — \$1,000,000 per occurrence; (e) Products Liability — \$1,000,000 per occurrence; (f) Personal Injury and Property Damage Combined Single Limit — \$1,000,000 per occurrence; (g) Automobile Liability — \$1,000,000 per occurrence; (h) Medical Payments — \$10,000 per person; (i) Personal Injury and \$1,000,000 per occurrence Property Damage; or (j) \$1,000,000 per occurrence Personal Injury and Property Damage combined single limit. At Buyer's request, Seller shall furnish evidence of insurance coverage to Buyer. Seller shall maintain the insurance for the full term of expiration for insurance coverage. Seller shall defend, and it further represents by Buyer's purchase hereof that Buyer shall receive within 300 days, prior written notification from the insurer of any termination or reduction in the amount or scope of coverages or the purchase of any new coverages. Seller shall not be released from its obligations or liabilities under this order. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for continuing goods delivered.

18. **TOOLS:** Unless otherwise agreed to by Buyer, Seller at its own expense shall furnish, keep in good condition and replace when necessary, all tools, jigs, dies, gauges, fixtures, molds and patterns ("Tools") necessary for the production of the goods. The cost of changes to the Tools necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall maintain the Tools with full fire and extended coverage insurance for the replacement value thereof. Seller grants Buyer an irrevocable option to take possession of and title to the Tools that are needed for the production of the goods upon payment by Buyer of the book value thereof less any amounts which Buyer may be entitled to pay back to Seller. The Seller of the book value therefor less any amounts which Buyer may be entitled to pay back to Seller on the Tools; provided, however, that the Seller shall retain the right to use any Tools and/or to produce goods that are the property of the Seller and the full quantity of the goods are being sold by Seller to others.

19. **PAILED TO BUYER.** All supplies, materials, tools, jigs, gauges, fixtures, molds, patterns, assemblies, and other items furnished by Seller, either directly or indirectly, to Seller to perform this work, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the loss of and damage to Buyer's property. Buyer's property shall not be used by Seller for any purpose other than that intended by Buyer. In the event of loss of or damage to Buyer's property by Seller, such loss or damage shall be the responsibility of this order; shall be repaired by Seller, and the cost of such repair shall be paid by Seller. Property of General Motors Corporation by Seller, and all items consigned to Seller by others, shall be consigned to Seller by Seller, and shall not be removed from Seller's premises without Buyer's prior written approval. Seller shall maintain a record of all items consigned to Seller, properly packed and marked in accordance with the requirements of the carrier selected by Seller to transport such property, or (4) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable cost of delivering such property to such location. Seller shall maintain records with respect to such property.

20. **REMEDIES:** The rights and remedies reserved to Buyer in this Order shall be cumulative, and additional to all other or further remedies provided in law or equity.

**21. DUTY DRAWBACK RIGHTS:** This order includes all related customs duty and import drawback rights, any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and to request to transmit such documents as may be required to obtain such drawback.

22. **DEBT OFF:** In addition to any right of setoff provided by law, all amounts due Seller shall be considered in indebtedness of Seller to General Motors Corporation and its subsidiaries; and General Motors Corporation may deduct any amounts due or to become due from Seller to General Motors Corporation and its subsidiaries from any sums due or to become due from General Motors Corporation to Seller.

23. **ADVERTISING:** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services herein ordered or use any trademarks or tradenames of Buyer in Seller's advertising or promotional materials. In the event of a breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods.

24. **GOVERNMENT COMPLIANCE:** Seller agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Seller's performance of its obligations under this order.

**25. EQUAL OPPORTUNITY STATEMENT AND AFFIRMATIVE ACTION:** This order incorporates by reference: (a) all provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the equal opportunity clauses in government contracts; (b) all provisions of 41 C.F.R. 60-1.5, as amended, pertaining to the affirmative action clauses in government contracts; and (c) all provisions of 41 C.F.R. 60-7.41, as amended, pertaining to affirmative action for handicapped workers. Seller certifies that it is in compliance with all applicable provisions of the above referenced regulations. Buyer certifies that it is in compliance with all applicable provisions of the affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40, as amended; (b) filing EEO-1 Reports as required by 41 C.F.R. 60-1.7, as amended; and (c) complying with all applicable affirmative action regulations and policies, including the affirmative action factors as prohibited by 41 C.F.R. 60-1.6, as amended. Buyer requests that Seller adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's sex, race, or ethnicity.

26. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party, any provision of this order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

20. **RELATIONSHIP OF PARTIES:** Seller and Buyer are independent contracting parties and nothing in this contract shall be construed to create a partnership, joint venture, agency, or other relationship between them.

order shall make either party the agent or legal representative of the other for any purpose whatsoever, does it grant either party any authority to assume or to create any obligation on behalf of or in the name of either.

29. **GOVERNING LAW:** This order is to be construed according to the laws of the state from which this order issues as shown by the address of Buyer on the face side of this order.

**21. ENTIRE AGREEMENT:** This order, together with the attachments, exhibits, or supplements, specifically referenced in this order, constitutes the entire agreement between Seller and Buyer with respect to the materials contained herein and supersedes all prior oral or written representations and agreements. This order may be modified by a purchase order amendment/variation issued by Buyer.

**MAY, 1986**

A

GM  
PR



*Worldwide Purchasing  
& Order-to-Delivery*

Cadillac Building  
M/C: 480-206-246  
30009 Van Dyke Avenue  
Warren, MI 48090  
USA

Date: August 18, 2003

Canon USA  
100 Park Blvd.  
Itasca, IL 60143

Dear Patricia,

At the request of Milt Ward this letter is to inform you that General Motors has extended Blanket Purchase Orders: TCB05740 and TCB03969 thru 6/30/06. These contracts include Leasing and Rental prices for this period.

If you have other questions, please contact me at 586 974 8931.

Thank you,  
Rosemary Culpepper  
Sr. Buyer – GM WWP-Indirect

01/08/2003 17:54 FAX 830 250 4120  
01/08/2003 WED 16:32 FAX 4808360126  
01/08/2003 16:01 586-492-9429

CHICAGO CUSA NA  
WARD  
CADILLAC

+ NY CONTRACTS

☒ 002

☒ 001

PAGE 02/02

General Motors  
Worldwide Purchasing  
Cadillac Headquarters  
30008 Van Dyke  
Warren MI 48090-9020  
Mail Code 480-206-206

To : Canon USA

Attention : Milt Ward

Dear Milt,  
Please except purchase order alteration TCB03969 -alteration 011 to extend the  
current Canon Copier and Facsimile contract for three months. The contract will  
be effective from January 1, 2003 through March 31, 2003 in order to allow General  
Motors and Canon additional time to renegotiate an extension on the agreement.

Thank you very much,  
*Cathy Loria*  
Cathy Loria  
Senior Buyer  
Copier and Facsimile Equipment

/ 02